

RESOLUTION NO. _____, 2021

RESOLUTION OF THE GOVERNING BOARD OF THE REDEVELOPMENT
AGENCY OF SALT LAKE COUNTY AUTHORIZING THE PURCHASE OF A
PARCEL OF LAND

RECITALS

WHEREAS, Helen T. Hansen & Theros Prokopis (the "Owners") own a parcel of real property located at 9039 West Magna Main Street, Magna, Utah, identified as Parcel No. 14302090020000 (the "Property"); and

WHEREAS, the Redevelopment Agency of Salt Lake County (the "RDA") desires to purchase the Property for \$33,300.00; and

WHEREAS, the terms and conditions for the acquisition of the property are contained in the Real Estate Purchase Contract ("Purchase Agreement"), attached hereto as Exhibit "A"; and

WHEREAS, it has been determined that the best interests of the RDA will be served by paying the Owners \$33,300.00 for the Property under the terms and conditions of the attached Purchase Agreement. The execution of the Purchase Agreement will be in compliance with all applicable state statutes and county ordinances.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Board of the Redevelopment Agency of Salt Lake County that the attached Purchase Agreement is accepted and approved, and the Board authorizes the RDA's Executive Director to execute the Purchase Agreement and to perform all other actions and sign all other documents reasonably necessary to comply with the RDA's obligations contained in that document and close the purchase on behalf of the RDA.

APPROVED and ADOPTED this ____ day of _____, 2021.

GOVERNING BOARD OF THE
REDEVELOPMENT AGENCY OF
SALT LAKE COUNTY

By: _____
Arlyn Bradshaw, Chair

Date: _____

APPROVED AS TO FORM:



Adam Miller

Deputy District Attorney

Date: 5 October 2021

EXHIBIT A

Real Estate Purchase Contract

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of the ___ day of _____, 2021 (“**Effective Date**”), by and between the Hansen Family, the William Prokopis Family, and the John Prokopis Family (all defined below) (collectively, “**Seller**”) and REDEVELOPMENT AGENCY OF SALT LAKE COUNTY, body corporate and politic of the State of Utah, a (“**Buyer**”). Buyer and Seller shall sometimes be referred to herein as the “parties” or, individually, as a “party”.

RECITALS:

A. Stella Hansen Allen, as an individual whose address is 1615 Yale Crest Ave, Salt Lake City, Utah 84105, Anthon Hansen, as an individual whose address is 4029 Day Lily Trail, Chattanooga, TN 37415, Linda E. Adams, as an individual whose address is 4206 Whipoorwhil St., West Valley City, Utah 84120, and Edwin J. Hansen Jr., as an individual whose address is 720 East Meadow Ln., Washington, Utah 84780 are herein collectively referred to as the “**Hansen Family**.” The Hansen Family owns a divided one-half (1/2) interest in certain real property located at 9039 West Magna Main Street, Magna, Salt Lake County, Utah (the “**Property**”), as more particularly described below.

B. Steve Prokopis, as an individual whose address is 7881 W 3100 S, Magna, Utah 84044, Theodore William Prokopis, as an individual whose address is 6970 W. Bonnie Arlene Dr., West Valley City, Utah 84126, and Cari Lynn Prokopis, as an individual whose address is 4889 W. Janette Dr., West Valley City, Utah 84120 are herein collectively referred to as the “**William Prokopis Family**.” The William Prokopis Family owns a divided one-fourth (1/4) interest in the Property.

C. Marie C. Prokopis, as an individual whose address is 1597 E. Spring Run Dr., Holladay, Utah 84117 is herein referred to as the “**John Prokopis Family**.” The John Prokopis Family owns a divided one-fourth (1/4) interest in the Property.

D. Seller desires to sell and Buyer desires to purchase such real property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants set forth below in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT:

ARTICLE I

AGREEMENT OF PURCHASE AND SALE

1.1 Purchase and Sale. At the Closing (defined in Section 5.1), subject to the terms, covenants, and conditions of this Agreement, Seller shall convey to Buyer, and Buyer shall

purchase from Seller, all of Seller's right, title, and interest in and to the Property, and more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference. The sale and purchase shall include all right, title, and interest of Seller, if any, in and to: all transferable easements, development rights, covenants, tenements, hereditaments, and appurtenances thereto belonging or appertaining thereto and, without limiting the generality thereof, Seller's rights, easements, or other interest, if any, in walls, sidewalks, or other property abutting the said real property, all water rights and/or water shares, if any, that are the source for culinary or secondary water used in connection with the Property, and all permits, warranties, and approvals, associated with the Property.

1.2 **Purchase Price.** The purchase price (the "**Purchase Price**") to be paid by Buyer to Seller for the Property is the sum of Thirty-Three Thousand Three Hundred and No/100 Dollars (\$33,300.00), payable in full at the time of Closing.

ARTICLE II

CONDITIONS PRECEDENT

2.1 **Commitment for Title Insurance.** Buyer shall obtain from a title company selected by Buyer (the "**Title Company**") a current commitment for title insurance (the "**Commitment**"), issued by the Title Company, setting forth the state of title to the Property, together with all exceptions or conditions to such title, including without limitation, all liens, mortgages, trust deeds, easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property. At the Closing, Seller shall convey to Buyer fee simple, marketable, and indefeasible title to the Property, free and clear of all liens, encumbrances, and other defects of title, except the Permitted Exceptions (defined in Section 2.7).

2.2 **Title Insurance.** At the Closing, Buyer shall cause an ALTA Standard Coverage Policy of Title Insurance (the "**Title Policy**") for the Property. The Title Policy shall be issued through the Title Company in the face amount of the Purchase Price, and shall insure fee simple, indefeasible, marketable title to the Property in Buyer, subject only to the Permitted Exceptions. The cost of the Title Policy shall be paid by Buyer.

2.3 **Environmental and Other Studies.** Within five (5) days from the Effective Date, Seller shall deliver to Buyer all environmental studies and assessments, geotechnical and other studies of the Property, or any portion thereof, which Seller has in its possession. Buyer shall also have the right to obtain its own environmental assessments, structural and engineering assessments and other studies of the Property, at its own expense. Buyer and its agents shall have the right to enter upon the Property for such purpose. In the event that any of the environmental assessments, engineering reports or other studies obtained by Buyer (from Seller or otherwise) suggest the need for further tests or studies to be undertaken with respect to the Property, Buyer shall have a reasonable time to have such tests or studies performed and reviewed. All such studies and assessments shall be referred to in this Agreement as the "**Studies**".

2.4 **Governmental Documents.** Within five (5) days following the Effective Date, Seller shall deliver to Buyer copies of all agreements and documentation in Seller's possession

relating to zoning, conditional use permits and any other governmental approvals or restrictions regarding the Property (“**Governmental Documents**”).

2.5 Appraisal. Buyer shall have the right to obtain, at its own expense, an appraisal of the Property (the “**Appraisal**”). Seller shall cooperate with Buyer in providing all information requested by Buyer or its appraisers in connection with the preparation of the Appraisal.

2.6 Review of Materials by Buyer. Buyer shall have until _____ to review those materials set forth in Sections 2.1 through 2.5 in accordance with this Section 2.6 hereof (“**Due Diligence Period**”). Buyer shall have access to the Property commencing on the Effective Date of this Agreement. During the Due Diligence Period, Buyer shall review the Survey, the Commitment, and any documents referred to in either, and deliver in writing, by the end of the Due Diligence Period, such objections as Buyer may have to anything contained or set forth in the Survey, the Commitment, or any of the documents or conditions referred to in either. Any such items to which Buyer does not object by the end of the Due Diligence Period shall be deemed to be “**Permitted Exceptions**.” During the Due Diligence Period, Buyer shall also review the Studies, Governmental Documents, and Appraisal. If, within such period, Buyer determines that the Studies reveal facts, conditions or risks with respect to any of the Property that are unacceptable to Buyer, if Governmental Documents are not acceptable to Buyer, if the Appraisal reach conclusions or contain facts or information that are unacceptable to Buyer or if Buyer’s own market study and feasibility analysis reveals the Property is not suitable for Buyer’s intended use, then Buyer shall have the right to terminate this Agreement, by written notice to Seller and the Title Company. Buyer’s review and acceptance or rejection of the Survey, Commitment, Studies, Governmental Documents, and Appraisal shall be in Buyer’s sole judgment and discretion. In the event of a termination of this Agreement based on such review, the parties shall be relieved of all further duties and obligations hereunder. If, for any reason, Seller fails to deliver the Studies or Government Documents (if any) within the time frames provided above, then the Due Diligence Period shall automatically be extended by the number of days of Seller’s delay or the time necessary to complete such additional work suggested by the Studies. If, prior to Closing, the Title Company issues a supplemental or amended Title Report showing additional title exceptions (the “**Amended Title Commitment**”), the Due Diligence Deadline shall be extended five (5) business days from the date of Buyer’s receipt of such Amended Title Commitment.

2.7 Seller’s Obligation to Cure Buyer’s Obligations to Title. If exceptions to the title to the Property have been raised in the Commitment or accompanying documents and if Buyer delivers written objections thereto to Seller in accordance with Section 2.6 above, then Seller shall, prior to the Closing Date (defined in Section 5.1), use reasonable efforts to satisfy such objections. If Seller fails to cure Buyer’s objections to title prior to Closing, Buyer may either waive such objections or terminate this Agreement on or before the Closing Date, by written notice to Seller and the Title Company, and the parties shall be released of all duties and obligations hereunder.

2.8 No Condemnation or Damage. Buyer shall not be obligated to purchase the Property if, on or before the Closing Date, the Property, or any portion thereof, has been condemned or sold under threat of condemnation, is the subject of a condemnation proceeding or threat, or has been damaged by fire, earthquake or other event or occurrence. In such event, and

upon written notice by Buyer to Seller and the Title Company, this Agreement shall terminate, and the parties shall be released of all duties and obligations hereunder.

2.9 Buyer's Right to Waive Conditions Precedent. Notwithstanding anything that may be contained in this Agreement to the contrary, Buyer may, at Buyer's sole option, elect to waive any of the conditions precedent to the performance of its obligations hereunder contained in this Article II by written notice from Buyer to Seller at any time on or before the Closing Date. In the event of any waiver of any condition precedent to Buyer's obligations hereunder, this Agreement shall continue in full force and effect with respect to all other terms, provisions and conditions herein.

2.10 Seller's Cooperation. Seller agrees to cooperate with Buyer in connection with Buyer's due diligence during the Due Diligence Period, as and when reasonably requested by Buyer.

2.11 Access. From the Effective Date to Closing, Buyer shall have the right to enter upon the Property at reasonable hours and upon prior notice to Seller.

ARTICLE III

REPRESENTATIONS, COVENANTS AND AGREEMENTS

3.1 Representations of Seller. Seller represents and warrants to Buyer the following as of the date this Agreement is fully executed and as of the Closing Date, except where specific reference is made to another date or dates, in which case such date or dates shall be applicable:

(a) That Seller is, or by the Closing Date will be, the sole owner of the fee simple title to the Property, and on the Closing Date Seller will have, and will convey to Buyer by general warranty deed, good, marketable, and indefeasible title to the Property, free and clear of all conditions, exceptions, encumbrances or reservations, except the Permitted Exceptions;

(b) That Seller has not received written notice of any pending or contemplated condemnation action with respect to the Property, or any part thereof;

(c) That Seller does and will, at the time of Closing, have the full right, power, and authority to sell and convey the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder;

(d) That no third party has been granted any lease, license, or other right relating to the use or possession of the Property after the Closing date;

(e) That Seller has not received written notice from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any code, ordinance, or law of any city, county, state, or federal government ("**Regulation**") or otherwise, and the Property does not violate any such Regulation;

(f) That Seller has not received written notice of any pending or contemplated change in any Regulation or private restriction applicable to the Property, of any pending or threatened judicial or administrative action which would result in any material change in the condition or permitted uses of the Property, or any part thereof;

(g) That the Property is not subject to claims from any persons or entities based on prior negotiations, sales, or agreements regarding the Property;

(h) That Seller has full power and proper authority to execute this Agreement and to perform all of its terms and conditions without violation of Seller's charter documents or other contractual or legal obligations, and that all required actions necessary to authorized Seller to enter into this Agreement and to carry out its obligations hereunder have been taken;

(i) That, to the best of Seller's knowledge and belief, there are no underground storage tanks located at the Property; and

(j) That, to the best of Seller's knowledge and belief, there has been no Release of any Hazardous Substance (as defined in Section 4.2 below) on or under the Property.

(k) That as of the Execution Date and continuing through the Closing Date, or a mutually agreed upon date evidenced in writing, Seller shall not discuss this Agreement, any inspection, review or other transaction contemplated by this Agreement with any party other than Buyer.

3.2 Representations of Buyer. Buyer represents, warrants, covenants, and agrees with Seller, as of the date this Agreement is fully executed and as of the Closing Date, that Buyer has or will have the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder, and that all required action necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder has been taken, or upon the Closing, will have been taken.

ARTICLE IV

ENVIRONMENTAL MATTERS

4.1 Indemnification. Provided the transaction contemplated by this Agreement closes, Seller hereby agrees to indemnify, defend (with counsel approved by the Buyer) and hold Buyer and Buyer's affiliates and their respective directors, officers, shareholders, partners, employees, assigns and successors harmless from any claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, and expert fees that arise directly or indirectly from or in connection with the presence, suspected presence, Release or suspected Release prior to Closing of any Hazardous Substance of any kind, whether into the air, soil, surfacewater, groundwater, pavement, structures, fixtures, equipment, storage tanks, containers or other personalty at the Property or any other real property in which Seller has or

may acquire any interest, and/or in connection with any investigation or monitoring of site conditions or any initial remedial actions, clean-up, remediation, removal or restoration work required or performed by any federal, state or local governmental agency or political subdivision or performed by any non-governmental entity or person because of the presence, suspected presence, Release or suspected Release of a Hazardous Substance in the air, soil, surface water or groundwater at the Property.

4.2 Definitions. For purposes of this Article:

(a) **“Environmental Law”** shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j-26, as such Acts have been or are hereafter amended from time to time; any so called Superfund or Superlien law; and any other federal, state and local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect.

(b) **“Hazardous Substance”** shall mean any material, substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material which is hazardous or toxic, and includes, without limitation (1) asbestos, polychlorinated biphenyls and petroleum (including crude oil or any fraction thereof), and (2) any such material classified or regulated as “hazardous” or “toxic” under any Environmental Law.

(c) **“Release”** shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, storage tanks, equipment, and other receptacles containing or previously containing any Hazardous Substances.

ARTICLE V

CLOSING

5.1 Date and Place of Closing. The transfer of title to the Property by Seller to Buyer (“**Closing**”) shall take place in the offices of the Title Company, or such other location as Buyer and Seller shall agree on _____ (“**Closing Date**”) in accordance with this Article V.

5.2 Items to be delivered at the Closing.

(a) Seller.

(i) On or before the Closing Date, Seller shall deliver to the Title Company for signature by Seller each of the following items, together with instructions to deliver the same to Buyer at the Closing:

(1) General Warranty Deed to the Property, the form of which is acceptable to Buyer and the Title Company, duly executed and acknowledged by Seller, conveying good, marketable, and indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions;

(2) Environmental Indemnity, duly executed by Seller, containing terms and provisions acceptable to Buyer, consistent with the obligations of Seller pursuant to Section 4.1 herein;

(3) A certification of non-foreign status pursuant to Section 1445 of the Internal Revenue Code, in a form acceptable to Buyer and the Title Company;

(4) All additional documents and instruments that the Buyer or the Title Company reasonably determine to be necessary to the consummation of this transaction.

(b) Buyer. On or before the Closing Date, Buyer shall deliver to the Title Company each of the following items:

(i) Wire transfer to the Title Company for delivery to Seller, funds in the sum of the Thirty-Three Thousand and No/100 Dollars (\$33,000.00), plus Buyer's share of closing costs and prorations, as provided below, less all costs, expenses, and prorations to be paid by Seller; and

(ii) All additional documents and instruments that the Buyer or the Title Company reasonably determine to be necessary to the consummation of this transaction.

5.3 Closing Prorations. All real estate taxes, and similar taxes and assessments relating to the Property shall be prorated between Seller and Buyer as of the Closing Date, based upon the best available estimates of the amount of taxes that will be due and payable on the Property during the calendar year 2021. As soon as the amount of taxes and assessments on the Property for the calendar year 2021 is known, Seller and Buyer shall adjust the amount of taxes and assessments to be paid by each party so that Seller shall pay for those taxes and assessments attributable to the period of time prior to and including the Closing Date, and Buyer shall pay for those taxes and assessments attributable to the period of time commencing with the day after the Closing Date.

5.4 Closing Costs. All escrow and closing fees charged by the Title Company shall be divided equally between, and paid by, Buyer and Seller. Buyer shall pay all recording fees. Buyer shall pay the premium for the Title Policy. Buyer and Seller shall each pay for the cost of their own counsel and other advisors in connection with this transaction.

ARTICLE VI

DEFAULTS AND REMEDIES

6.1 Seller's Defaults; Buyer's Remedies.

(a) Seller's Defaults. Seller shall be deemed to be in default hereunder upon the occurrence of any one or more of the following events:

(i) Any of Seller's warranties or representations set forth herein shall be or become untrue at any time on or before the Closing Date;

(ii) Seller shall fail to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Agreement.

(b) Buyer's Remedies. In the event Seller shall be deemed to be in default hereunder and so long as Buyer is not then in default hereunder, Buyer may, at Buyer's sole option, exercise any one or more of the following remedies:

(i) Terminate this Agreement by written notice to Seller, in which event the parties shall be released of all duties, obligations, or liabilities to each other hereunder; or

(ii) Obtain specific performance of this Agreement.

6.2 Buyer's Default; Seller's Remedy. In the event any of Buyer's warranties or representations set forth herein shall be untrue as of the Closing Date, or if all of Buyer's conditions precedent have been either satisfied or waived and Buyer shall fail to close on its purchase of the Property as set forth herein, and so long as Seller is not then in default hereunder, Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement by written notice to Buyer and the Title Company, in which event the parties shall have no further duties or obligations to each other hereunder.

ARTICLE VII

MISCELLANEOUS

7.1 References. All references to "Article", "articles", "section", or "Sections" contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Agreement.

7.2 Recitals. The recitals are an integral part of the agreement and understanding of Seller and Buyer, and are incorporated into this Agreement by this reference.

7.3 Exhibits. All references to "Exhibits" contained herein are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

7.4 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

7.5 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

7.6 Attorneys' Fees. If any action is brought or counsel otherwise employed to enforce this Agreement or any provision thereof, to collect damages for an alleged breach thereof, or for a declaratory judgment thereunder, the prevailing party in such action or the party forced to take action that does not involve litigation shall be entitled to an allowance for reasonable attorneys' fees in addition to costs of suit.

7.7 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing, and shall be personally delivered, mailed by certified or registered mail, postage prepaid, or sent by overnight courier service and addressed as follows:

If to Buyer: [_____]

If to Seller: Regional Economic Development
Attn: Jevon Gibb
Salt Lake County Government Center
2001 S. State Street, Suite S2-100
P.O. Box 144575
Salt Lake City, UT 84114-4575

With a copy to: Ballard Spahr, LLP
Attn: Steven P. Mehr
201 South Main St. Suite 800
Salt Lake City, Utah 84111-2215
Email: MehrS@BallardSpahr.com

If to Title Company: National Title Agency of Utah, Inc.
Attn: Ann Baker
6770 South 900 East, Suite 101
Midvale, Utah 84047
Email: ann@nta.bz

If mailed, such communications shall be deemed to be delivered, whether actually received or not, three (3) days after deposit in a regularly maintained receptacle for the United States mail. If sent by overnight courier such communications shall be effective on the date actually delivered.

7.8 Governing Law. The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement, unless otherwise specified herein. Any legal action related to this Agreement shall be brought in Salt Lake County, Utah.

7.9 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes any prior agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by both Seller and Buyer.

7.10 Invalid Provisions. If any provision of this Agreement, except the provisions relating to Seller's obligation to convey the Property and Buyer's obligation to pay the Purchase Price, the invalidity of either of which shall cause this contract to be null and void, is held to be illegal, invalid, or unenforceable under this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

7.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

7.12 Parties Bound. This Agreement is freely assignable, and shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors and assigns.

7.13 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by Seller and Buyer, Seller and Buyer agree to perform, execute, and deliver or cause to be performed, executed, and delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

BUYER:

Stella Hansen Allen

REDEVELOPMENT AGENCY OF SALT
LAKE COUNTY,
body corporate and politic of the State of Utah

Anthon Hansen

By: _____
Its: _____

Linda E. Adams

Edwin J. Hansen Jr.

Steve Prokopolis

Theodore William Prokopolis

Cari Lynn Prokopolis

Marie C. Prokopolis

Exhibit A

Description of the Property

Beginning at a point 1091.5 feet East and South 16.35 feet from the Northwest corner of the Northeast quarter of Section 30, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 0°52' East 122 feet; thence North 88°53' East 22 feet; thence North 0°52' West 122 feet; thence South 88°53' West 22 feet to the point of beginning.

APN: 14-30-209-002