

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is dated effective as of August 16, 2024, (the “**Effective Date**”), by and between GRANGER-HUNTER IMPROVEMENT DISTRICT, with its business address located at 2888 South 3600 West, West Valley City, UT 84119 (“**Seller**”), and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, with its business address located at 2001 South State Street, Salt Lake City, Utah 84190 (“**Buyer**”). Seller and Buyer may be referred to jointly as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. Seller is the owner of certain real property located at approximately 1302 West 3100 South, West Vally City, Utah (Salt Lake County Land Parcel No. 15-26-151-003), consisting of approximately 3.69 acres as more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with any and all appurtenant rights, privileges, easements and fixtures presently attached to said property (the “**Property**”). The Property is subject to final survey to provide accuracy for the final legal description to be contained in the deed at Closing as defined herein.

B. Seller’s governing Board of Trustees (the “**District Board**”), after due consideration and review has, by resolution, deemed the Property to be surplus to the needs of the District for its purposes, and has agreed to make the Property available for sale to the Buyer at the fair market value as agreed to by the buyer.

C. Buyer desires to purchase all of the Property in fee from the Seller, upon, and in conformance with the covenants, terms conditions and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENT

1. AGREEMENT TO PURCHASE/SELL PROPERTY: Seller hereby agrees to sell, convey and assign the Property to Buyer, and Buyer agrees to buy and accept the Property from Seller, under the terms and conditions and for the Purchase Price hereinafter set forth,

2. PURCHASE PRICE: The Parties hereby agree that the agreed upon and fair market value of the Property is Eight Hundred Fifty Thousand Dollars (\$850,000.00), which shall be paid by the Buyer to the Seller as the purchase price (the “**Purchase Price**”). The Purchase Price shall be due and payable as follows: Twenty Thousand Dollars (\$20,000.00) to be deposited as earnest money (the “**Earnest Money Deposit**”), with Sam Jensen, Commercial Escrow Officer with Fidelity Title, with a business address located at 746 E. Winchester St. #100, Murray, UT 84107 telephone number 385-257-2799 (the “**Escrow Company**”) within fifteen (15) business days of the Acceptance Date defined below, and the balance of the Purchase Price minus the Earnest

Money Deposit shall be due and payable at Closing, as defined below. The Earnest Money Deposit shall become non-refundable upon expiration of the Inspection Period defined below.

3. CLOSING; PAYMENT OF COSTS:

(a) Closing. Seller shall accept this offer on or before, August 16, 2024 (“**Acceptance Date**”). Buyer shall have the right to conduct its inspection of the Property and perform its due diligence until September 6, 2024 (“**Inspection Period**”). Closing shall occur when: (a) Buyer and Seller have signed and delivered to each other (or to the Escrow Company), all documents required by this Agreement, by written escrow instructions, and by applicable law, (b) Buyer has approved all items referenced under Sections 7 and 8, and has removed all contingencies referenced in Section 9, and (c) the monies required to be paid under this Agreement have been delivered to the Escrow Company in the form of cashier’s check, collected or cleared funds (collectively, the “**Closing**”). This transaction shall be closed (“**Closed**”) when all requirements for Closing have been completed, which the Parties agree shall occur on or before September 13, 2024, (the “**Closing Date**”), unless extended by mutual written agreement. All pro-rations, particularly of real estate property taxes, if any, shall be made as of the Closing Date.

(b) Payment of Costs. Unless otherwise agreed in writing by the Parties, each Party shall bear its own costs (including attorney’s fees) in connection with its negotiation, due diligence, investigation and conduct of the purchase and sale transaction which is the subject of this Agreement. Notwithstanding the foregoing, Buyer and Seller shall each pay one half of the escrow closing fee.

(c) Additional Acts. The Parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to accomplish the Closing.

4. POSSESSION: Seller shall deliver possession of the Property to Buyer on the Closing Date.

5. AGENCY DISCLOSURE: Seller and Buyer represent that neither of the Parties is represented by any broker, agent or finder in connection with the Property which is the subject of this transaction.

6. TITLE TO PROPERTY AND TITLE INSURANCE: (a) Seller has, or shall have at Closing, fee simple title to the Property, and agrees to convey such title to Buyer by special warranty deed, free of financial encumbrances; (b) Seller agrees to pay for and furnish Buyer a current title report prior to Closing, and to furnish Buyer at Closing with a current standard coverage owner’s policy of title insurance in the amount of the Purchase Price.

7. SELLER DISCLOSURES: No later than ten (10) calendar days after the Acceptance Date, Seller will deliver to Buyer, to the extent the same are in Seller’s possession, if any, copies of all studies and/or reports which have previously been completed on the Property, including without limitation, environmental reports, soils studies, site plans, surveys and the like (collectively, “**Seller Disclosures**”).

8. BUYER UNDERTAKINGS: Buyer shall have until September 6, 2024, (the “**Inspection Period**”) to review the contents of Seller Disclosures referenced in Section 7 and at its sole

discretion to undertake the following elements, at its own expense, and for its own benefit for the purpose of complying with the contingencies under Section 9: (a) an appraisal of the Property, (b) a survey of the Property, (c) an environmental study of the Property, (d) a physical inspection of the Property, (e) a report on compliance with all applicable federal, state, and local law, ordinances, and regulations with regard to zoning and permissible uses of the Property. Seller agrees to cooperate fully with Buyer's completing these matters, and to make the Property available as reasonable and necessary for the same. Buyer may cancel this Agreement at any time during the Inspection Period for any reason by providing written notice to the Seller. Upon written notice of termination during the Inspection Period, the Earnest Money Deposit in its entirety shall be refunded to Buyer.

9. CONTINGENCIES: Buyer's obligations under this Agreement are conditioned upon and subject to Buyer approving in its sole discretion: (a) the contents of the title report referenced in Sections 6, (b) the Seller Disclosures referenced in Section 7, and, (c) if undertaken, the results of actions referenced in Buyer Undertakings in Section 8. Buyer shall have until the expiration of the Inspection Period to approve Seller Disclosures, to complete Buyer Undertakings, and to remove the contingencies referenced in this Section 9.

10. SELLER'S REPRESENTATION: Regarding the condition of the Property, Seller represents to Buyer that as of Closing, Seller has no knowledge of any claim or notice of an environmental, building, or zoning code violation regarding the Property which has not been resolved.

11. NO OTHER REPRESENTATIONS AND WARRANTIES. Buyer acknowledges for Buyer and its successors-in-interest that Buyer will be acquiring the Property based upon Buyer's own investigation and inspection thereof; and that Buyer is a sophisticated purchaser of real property and understands the risks inherent in a real estate transaction similar to the transaction provided for herein. Accordingly, it is hereby agreed that: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "AS IS, WHERE IS, AND WITH ALL FAULTS" and except as set forth in Section 10 herein, specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property; and (c) Seller has no obligation, duty or responsibility to make repairs, replacements or improvements to the Property, or to otherwise mitigate any existing or future condition with respect to said Property unless otherwise agreed-to in writing by Seller and Buyer.

12. CHANGES DURING TRANSACTION: Seller agrees that no changes to any existing leases shall be made, no new leases entered into, and no alterations or improvements to the Property shall be made or undertaken without the written consent of Buyer.

13. AUTHORITY OF SIGNERS: The persons executing this contract on behalf of the Parties each warrant his or her authority to do so and to bind the Parties respectively. It is hereby acknowledged that 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.

14. COMPLETE CONTRACT: This Agreement, together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire contract between the Parties, and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, or contracts between the Parties.

15. 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 Buyer 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.

16. 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.

16. GRAMA. Seller acknowledges that this Agreement and other documents are subject to public disclosure by Buyer upon approval and ratification of this Agreement by the County Council 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 discretion of Buyer.

17. ETHICAL STANDARDS Seller represents that it has not: (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 Agreement 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) knowingly 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) knowingly influenced, and hereby promises that it will not knowingly 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.

18. 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 Buyer 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. Seller represents, by executing this Agreement, that Seller has not knowingly made or knowingly caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

19. ABROGATION: Except for the provisions of Sections 10 and 11, and any other express warranties made in this Agreement, which shall survive the Closing, the provisions of the Agreement shall not otherwise apply after Closing.

20. ASSIGNMENT: This Agreement may not be assigned by any Party without the prior written consent of the other Party.

21. RISK OF LOSS: All risk of loss or damage to the Property shall be borne by Seller until Closing.

22. NO 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.

23. TIME IS OF THE ESSENCE: Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to by all Parties.

24. ELECTRONIC TRANSMISSION AND COUNTERPARTS: Electronic transmission (including email and fax) of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original.

25. INCORPORATION OF PRIOR AGREEMENTS. This Agreement contains the entire understanding of Buyer and Seller with respect to the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements and understandings between the Parties hereto pertaining to any such matter. No provision of this Agreement may be amended, modified, supplemented, or added to except by an agreement in writing, expressly stating that such agreement is an amendment of this Agreement, signed by the Parties to this Agreement or their respective successors-in-interest.

26. CONTRACT DEADLINES: Buyer and Seller agree that the following deadlines shall apply to the Agreement.

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|---------------------------------------|--|
| (a) Seller Disclosure Deadline | 10 calendar days from the Acceptance Date. |
| (b) Inspection Period | Ends on or before September 6, 2024. |
| (c) Closing Date | On or before September 13, 2024. |

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

**SELLER
GRANGER-HUNTER IMPROVEMENT
DISTRICT**

By: 
Its: Assistant General Manager/District Engineer

**BUYER
SALT LAKE COUNTY**

By: Jill Miller Digitally signed by Jill Miller
Date: 2024.09.06 13:25:29 -06'00'
Mayor or Designee

**DIVISION DIRECTOR APPROVAL
SALT LAKE COUNTY**

Derrick L. Digitally signed by Derrick L.
Sorensen
Date: 2024.08.06 16:29:12
-06'00'
By: Sorensen
Derrick Sorensen, Real Estate Director
Salt Lake County Real Estate Division

Reviewed and Advised as to Form and Legality:


 Digitally signed by R. Christopher
Preston
Date: 2024.08.06 14:42:04 -06'00'
R. Christopher Preston
Deputy District Attorney
Salt Lake County

Exhibit A
(Legal Description)

Parcel No. 15-26-151-003

COM 25 FT N & 159.6 FT E FR W 1/4 COR SEC 26 T 1S R 1W SL MER E 508.7 FT TO W
BANK OF JORDAN RIVER N 10°46' W 35.1 FT N 14°44' W 129.3 FT N 20°46' W 165.4 FT
N 16°08' W 105 FT W 197.6 FT S 48°18' W 252.2 FT S 1°02' E 247.3 FT TO BEG 3.69 AC