

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the 12th day of January 2021, by and between SOUTH WEBER CITY, a Utah municipal corporation, hereinafter referred to as "Seller," and RON AND KAREN ANDERSON, individuals, hereinafter referred to as "Buyer."

RECITALS:

A. Seller is the owner of approximately 1,829.16 square feet of real property consisting of vacant land, located in South Weber City, Utah, which real property is described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

B. Seller is desirous of selling the Property to Buyer and Buyer desires to purchase the Property from Seller, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Sale and Purchase Price.** Seller does hereby agree to sell, transfer, assign and convey, and Buyer does hereby agree to purchase the Property at the purchase price of four thousand five hundred dollars (\$4,500), payable by Buyer to Seller in lawful money of the United States in accordance with all the provisions of this Agreement.

2. **Additional Consideration.** In addition to the monetary consideration for the sale of the Property and upon satisfaction of all contingencies set forth in this Agreement, Buyer and

Seller agree to share in the costs associated with fencing the boundary between the Property and Canyon Meadows Park, if and when the City decides to install such fence. The decisions of whether and when to fence the boundary, the design of the fence, and whether the fence is installed with or without a gate shall reside solely with the City. If and when the City decides to fence the boundary, Buyer, its successors, and its assigns agree to pay one-half of the costs associated with fencing the entire boundary between the Property and Canyon Meadows Park. These costs shall include expenses associated with designing, installing, and maintaining a six-foot fence constructed out of chain link, coated in black vinyl, and of a design and quality substantially similar to the fence installed by South Weber City along the adjoining perimeter of Canyon Meadows Park. If the City decides to include a gate, the Buyer agrees to pay one hundred percent (100%) of the costs associated with the design, installation, and maintenance of such gate. The design and construction of the fence and gate shall be conducted by Seller in accordance with established public procurement processes. The provisions of this Paragraph shall not be abrogated by the recording of a deed for the Real Property and shall survive the Closing of this transaction. In the event Buyer sells or transfers the Property to a third party

before the fence is constructed, it shall transfer its obligations under this paragraph to such third party and notify the City at least fourteen (14) days before closing such transaction.

3. Settlement and Closing. Closing shall take place on or before March 31, 2021, or at such other date which Buyer and Seller shall agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to a Title Company of their mutual agreement, (the "Closing Office"), all documents required by this Contract, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents have been delivered by Buyer to Seller or to the Closing Office in the form of collected or cleared funds; (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the Closing Office in the form of collected or cleared funds; and (d) all contingencies set forth in paragraph 7, below, have been satisfied. At Settlement Seller shall deliver to Buyer a duly executed and acknowledged Special Warranty Deed for the real property. The transaction will be considered "Closed" when Settlement has been completed, and when the applicable closing documents have been recorded in the office of the Davis County Recorder. The transaction shall be Closed within four calendar days of Settlement. .

4. Title. Buyer agrees to perform all title work at its sole expense. Seller agrees to furnish good and marketable title to the Property free and clear of all encumbrances, except those specifically accepted by Buyer in writing. Buyer shall order a preliminary commitment for a policy of title insurance to be issued by such title insurance company as Buyer shall designate. A copy of the preliminary commitment shall be delivered by Buyer to Seller within ten (10) days of the execution of this Agreement. Buyer shall give written notice to Seller specifying reasonable objections to title within three business days of delivery of the preliminary commitment. The Title Policy to be issued shall contain no exceptions other than those provided for in said standard form. If title cannot be made so insurable through an escrow agreement at closing, the escrowed purchase price shall, unless Buyer elects to waive such defects or encumbrances, be refunded to Buyer, and this Agreement shall thereupon be terminated. Buyer agrees to pay any cancellation charge.

5. Warranties of Seller. Seller warrants that he has no knowledge or has received no claim nor notice of any environmentally hazardous condition concerning the property which has not or will not be remedied prior to Closing. Seller warrants that all obligations against the Property including taxes, assessments, mortgages, liens or other encumbrances of any nature shall be brought current on or before Closing. No other representations have been made by Seller to Buyer.

6. Prorations. Buyer shall pay one hundred percent (100%) of the costs associated with this Agreement, including the escrow closing fee, costs of providing title insurance, taxes and assessments for the year 2021, on a pro-rated basis, to the date of closing. Buyer shall be responsible for recording costs for the special warranty deed.

7. Contingencies. This Purchase Agreement is contingent on the following, at the Buyer's discretion:

- a. Seller providing notice and allowing an opportunity for public comment at a City Council meeting in accordance with Utah Code Ann. 10-8-2(4) and Weber City Code 7-7-1; and
- b. Formal approval of the terms of this Agreement by the South Weber City Council.

8. Notices. Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the parties as follows: .

Seller: South Weber City
 Attn: City Manager
 1600 East South Weber Drive
 South Weber, Utah 84405

Buyer: Ron and Karen Anderson
 6832 Firth Farm Road
 South Weber UT 84405

The Buyer and Seller may change their addresses by notice given as required above.

9. Default. If Buyer defaults, Seller may proceed to exercise any remedies at law it may have. Under no circumstance shall the escrowed funds be deemed an earnest money deposit or liquidated damages.

10. Abrogation. Except for those paragraphs in this Agreement expressly surviving the Closing, and the express warranties contained in this Agreement, execution and delivery of the final closing documents shall abrogate this Agreement.

11. Successors and Assigns. This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

12. Entire Agreement. This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions, and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified, or supplemented except in writing signed by the parties hereto.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one single agreement. Facsimile transmission of any signed original document, and the retransmission of any signed facsimile shall be the same as delivery of an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

"SELLER"

SOUTH WEBER CITY

ATTEST:

_____ By: _____
City Recorder David Larson, City Manager

"BUYER"

By:  _____

By:  _____

SELLER ACKNOWLEDGMENT

STATE OF UTAH

:ss.

COUNTY OF DAVIS

On the _____ day of _____, 2021, personally appeared before me David Larson, who being duly sworn, did say that he is the City Manager of SOUTH WEBER CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its governing body and acknowledged to me that the City executed the same.

EXHIBIT "A"

A PART OF THE PUBLIC OPEN SPACE OF CANYON MEADOWS PUD AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER'S OFFICE.

BEGINNING AT A POINT WHICH IS THE MOST SOUTHERLY CORNER OF LOT 75, CANYON MEADOWS PUD AND RUNNING THENCE NORTHEASTERLY 84.2193 FEET ALONG A 310 RADIUS CURVE TO THE LEFT WHICH CORD BEARS NORTH $27^{\circ} 11' 46''$ EAST 83.961 FEET, TO THE MOST SOUTHERLY CORNER OF LOT 70 CANYON MEADOWS PUD, THENCE NORTH $58^{\circ} 49' 39''$ EAST 59.07 FEET ALONG SAID LOT 70 TO THE MOST WESTERLY CORNER OF LOT 69 CANYON MEADOWS PUD, THENCE SOUTH $36^{\circ} 01' 42''$ WEST 137.237 FEET THENCE NORTH $55^{\circ} 01' 14''$ WEST 10 FEET TO THE POINT OF BEGINNING.