

DGN File: p:\15-1800 NORTH INTERCHANGE\Right of Way\15682_S-115-8(157)336_138_ Exhibit.dgn



THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

| PARCEL NO. | | OWNER | SQ FT | ACRES | EXIST. R/W IN DEED SQ FT | OWNERSHIP SQ FT | REMAINING SQ FT LEFT | REMAINING SQ FT RIGHT |
|-----------------------|------------------|-------------------------|--------|--|--------------------------|-----------------|----------------------|-----------------------|
| 138 | SUNSET CITY | | 10,238 | 0.235 | 399 | 38,399 | 27,762 | NONE |
| 138:E | | | 3,541 | 0.081 | NONE | 38,399 | TEMPORARY EASEMENT | |
| SHEET NO. 138-EXHIBIT | | PARTIAL SUMMARY NO. 14P | | PROPERTY OWNER: SUNSET CITY | | | | |
| PROJECT | I-15; 1800 NORTH | | | PROPERTY ADDRESS: 85 WEST 1800 NORTH, SUNSET, UTAH 84015 | | | | |
| | INTERCHANGE | | | UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DESIGN | | | | |
| PROJECT NUMBER | S-I15-8(157)336 | PIN | 15682 | | | | | |

9-NOV-2023



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-I15-8(157)336 Parcel No.(s): 138, 138:E

Pin No: 15682 Job/Proj No: 72701 Project Location: I-15; 1800 North Interchange & Corridor Widening
County of Property: DAVIS Tax ID(s) / Sidwell No: 13-080-0054
Property Address: 85 West 1800 North SUNSET UT, 84015
Owner's Address: 200 West 1300 North, Sunset, UT, 84015
Primary Phone: 801-668-5312 Owner's Home Phone: Owner's Work Phone: (801)668-5312
Owner / Grantor (s): Sunset City

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Sunset City ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 138, 138:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$289,000 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): N/A

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

Grantor's Initials



Utah Department of Transportation

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4.2 Fees/Costs.

(a) Escrow Fees. UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

11.1 Owner acknowledges receiving payment for the following improvements acquired: 10,637 SF of Hardscaping In the amount of \$85,096 which is included in the total purchase price.

11.2 Owner acknowledges receiving an Administrative Settlement in the amount of \$20,700, which represents a final global settlement of all outstanding compensation issues related to this transaction with the property owner. The Administrative Settlement is included in the Purchase Price.

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-II5-8(157)336 Parcel No.(s): 138, 138:E

Pin No: 15682 Job/Proj No: 72701 Project Location: I-15; 1800 North Interchange & Corridor Widening

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SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Dian McGuire, through All Service Reality, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Print Name:

Sunset City

Date

UTAH DEPARTMENT OF TRANSPORTATION

Ross Crowe

Date

UDOT Director of Right of Way

Grantor's Initials



Utah Department of Transportation

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Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

(CITY)

Davis County

Tax ID No. 13-080-
0054

Pin No. 15682

Project No. S-I15-8(157)336

Parcel No. I15-8:138

Sunset City, Grantor, a municipal corporation of the State of Utah, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NE1/4 SE1/4 of Section 26, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident to I-15; 1800 North Interchange, known as project number S-I15-8(157)336. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract, which point is on the south right of way line of SR-37 (1800 North Street), which point is also 361.10 feet West and 33.00 feet South from the Northeast corner of the Southeast Quarter of said Section 26; and running thence along the north boundary line of said entire tract and said south right of way line East. 99.72 feet (*98.00 feet per deed*), more or less, to the northeast corner of said entire tract; thence along the easterly boundary line of said entire tract S.00°17'23"E. (*South per deed*) 106.00 feet to a point which is 83.50 feet perpendicularly distant southerly from the control line of said SR-37 (1800 North Street), at Engineer Station 344+85.27; thence West 100.98 feet (*98.00 feet per deed*), more or less to the westerly boundary line of said entire tract, which point also is 83.50 feet perpendicularly distant southerly from the control line of said SR-37 (1800 North Street), at Engineer Station 343+84.29; thence along said westerly boundary line N.00°23'22"E. 106.00 feet, more or less, to the point of beginning as shown on the official map of said project on file

Pin No. 15682
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 Parcel No. I15-8:138

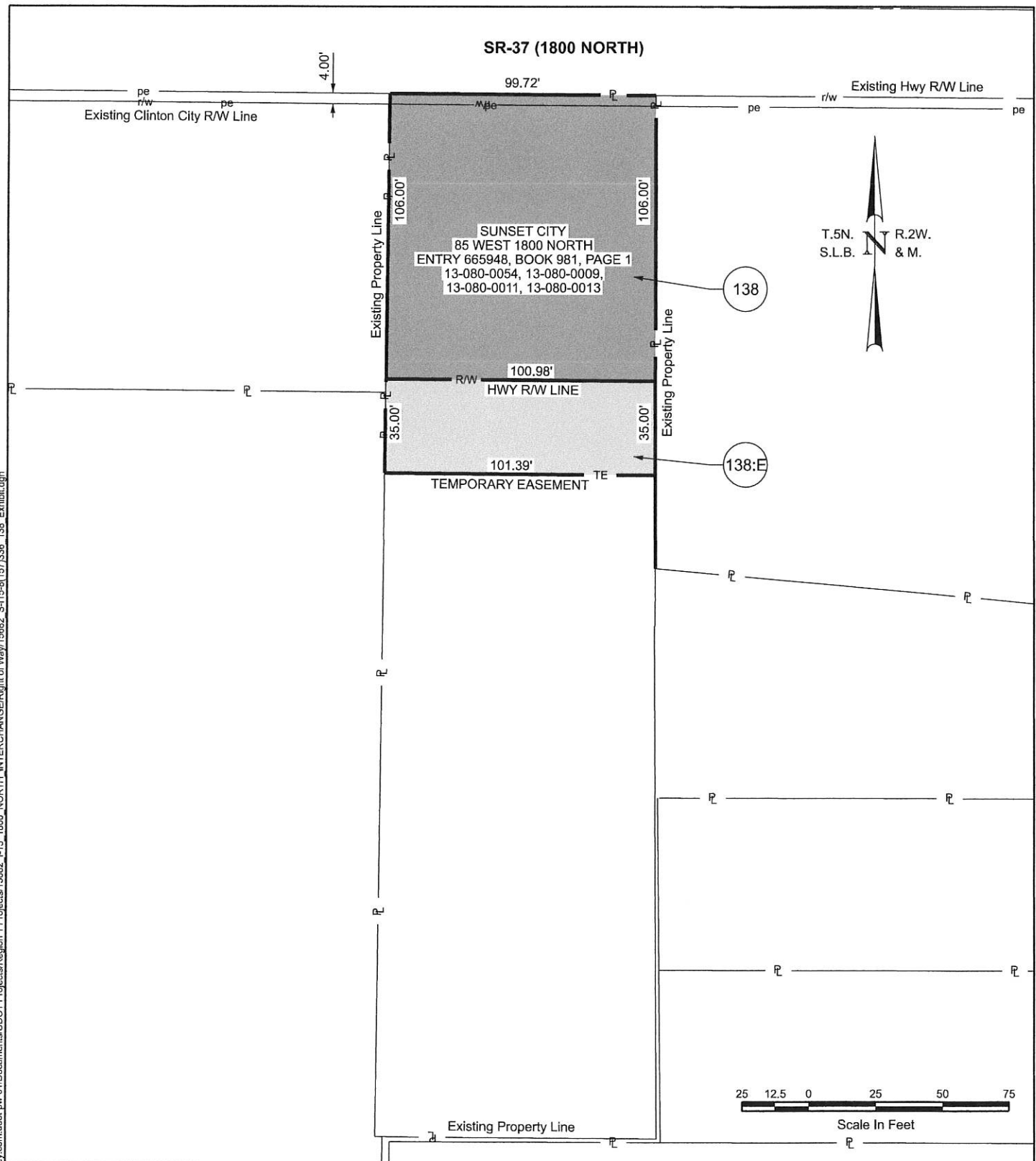
at the office of the Utah Department of Transportation. The above described parcel of land contains 10,637 square feet or 0.244 acre in area, more or less, of which 399 square feet or 0.009 acre in area, more or less, is occupied by SR-37 (1800 North Street) right of way. Balance is 10,238 square feet or 0.235 acre in area, more or less.

(Note: Rotate above bearings 00°24'16" clockwise to equal NAD83 project bearings.)

| | | |
|-----------|-------|-------------------------------|
| | | _____ Sunset City |
| STATE OF |) | |
| |) ss. | _____ Signature |
| COUNTY OF |) | |
| | | _____ Print Name and Title |

On this ____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Sunset City and that said document was signed by him/her on behalf of said Sunset City by Authority of its _____.

Notary Public



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