



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
102:T		SUNSET CITY CORPORATION		8,618	0.198	NONE	8,618	NONE	NONE
SHEET NO. 102-EXHIBIT		PARTIAL SUMMARY NO. 12P		PROPERTY OWNER: SUNSET CITY CORPORATION					
PROJECT	I-15; 1800 NORTH			PROPERTY ADDRESS: 432 WEST 1800 NORTH, CLINTON, UTAH 84015					
	INTERCHANGE			<b>UTAH DEPARTMENT OF TRANSPORTATION</b> RIGHT OF WAY DESIGN					
PROJECT NUMBER	S-I15-8(157)336	PIN	15682						

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# Utah Department of Transportation

## REAL ESTATE PURCHASE CONTRACT

Project No: S-I15-8(157)336 Parcel No.(s): 102:T

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: 13-171-0001

Property Address: 432 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 Corporation, a governmental corporation

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

**1. SUBJECT PROPERTY.** The Subject Property referred to in this Contract is identified as parcel numbers 102:T, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

**2. PURCHASE PRICE.** UDOT shall pay and Owner accepts \$120,700 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.

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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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Primary Phone: 801-668-5312 Owner's Home Phone: Owner's Work Phone: (801)668-5312  
Owner / Grantor (s): Sunset City Corporation, a governmental corporation

### 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):**

\_\_\_\_\_  
Grantor's Initials





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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 Corporation

Date

### UTAH DEPARTMENT OF TRANSPORTATION

Ross Crowe

Date

UDOT Director of Right of Way

Grantor's Initials



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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. 13-171-0001

Pin No. 15682

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

Parcel No. I15-8:102:T

Sunset City Corporation, a governmental corporation, 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:

An entire tract of land in fee, being all of Lot 1, Flo's Place Subdivision, according to the official plat thereof recorded August 22, 1996 as Entry No. 1269265 in Book 2036 at Page 908, situate in the SW1/4 NE1/4 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:

All of Lot 1, Flo's Place Subdivision, in the City of Sunset, Davis County, Utah as shown by the official plat thereof.

Contains 8,618 square feet or 0.198 acre in are, more or less.

(Note: Rotate above bearings 00°20'24" clockwise to equal NAD83 project bearings.)

Pin No. 15682  
 Project No. S-I15-8(157)336  
 Parcel No. I15-8:102:T

**IN WITNESS WHEREOF**, said \_\_\_\_\_ has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

STATE OF UTAH ) \_\_\_\_\_  
 ) ss.  
 COUNTY OF ) By \_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Sunset City Corporation, a governmental corporation, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the \_\_\_\_\_, held on the \_\_\_\_\_ of \_\_\_\_\_, A.D. 20 \_\_\_\_\_, and said \_\_\_\_\_ acknowledged to me that said municipal corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

\_\_\_\_\_  
 Notary Public

