



SYRACUSE CITY

Syracuse City Council Business Meeting

August 18, 2026 – 6:00 p.m.

Electronic Via [Zoom](#)

Connect via telephone: +1-301-715-8592 US, meeting ID: 891 8630 5952

Streamed on Syracuse City [YouTube Channel](#)

1. Meeting called to order.
Adopt agenda.
2. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. (*Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.gov, by 4:00 p.m. on August 18, 2026. Comments submitted by the deadline will be read for the record of the meeting.*)
3. Public hearing: Authorize Administration to execute Real Estate Purchase Contract (REPC) for City-owned property located at 546 W. 2525 S. (5 min.)
4. Authorize Administration to execute Short Term Lease Agreement with Jordan and Stephanie Abrams for property located at 546 W. 2525 S. (5 min.)
5. Adjourn.

In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 17TH day of August, 2026 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.gov>. A copy was also provided to the Standard-Examiner on August 17, 2026.

CASSIE Z. BROWN, MMC
SYRACUSE CITY RECORDER



CITY COUNCIL AGENDA

August 18, 2026

Agenda Item #3

Public Hearing: Authorize Mayor Maughan to execute Real Estate Purchase Contracts (REPC) for the property located at approximately 546 West and 2525 South – home for sale.

Factual Summation

- Any question regarding this agenda item may be directed at Stephen Marshall, Assistant City Manager.
- Please review the attached REPC and addendum.
- The city purchased the 546 West home in 2024 to widen 500 West. At the time the property was purchased for \$677,843. This included relocation costs for residents in the home.
- The city appraised the property on 04/15/2026. The appraised value is \$603,000.



- Please review the attached disposition checklist for all applicable laws and requirements for sale of the home.
- The home was placed on the market on July 9, 2026 for a period of 30 days as requested by the city council.
- We received a total of 4 offers. The highest and best offer net of realtor fees, concessions, and title and escrow fees was \$597,795.

- The offer is from Jordan and Stephanie Abrams with the following details:
 - Offer Price: \$630,000
 - Buyer and Seller Commission: **-\$28,350**
 - Concessions: **\$0**
 - Title, Escrow, and Closing: **-\$3,855**
 - Net proceeds to city: \$597,795
- Per UCA 10-2-2(1) and our surplus property policy:
 - Council must determine that the sale is in the public interest and complies with applicable laws and ordinances
 - Council must disclose the proposed purchaser and the purchase price
 - Council approves the sale of the home

Discussion Goals

Discuss and vote whether to authorize the Mayor to execute the REPC for the sale of the home at 546 West 2525 South.

Surplus Property Disposition Checklist – Sale of Significant Parcels of Real Property

Prepared by Colin Winchester, Syracuse City Attorney

July 10, 2026

Action	Notes	Source	Completion Date/Notes
Staff identifies property as potential surplus and determines that property is significant parcel	Public Hearing	Surplus Property Policy	May 12, 2026
In a public meeting, Council designates property as surplus, determines disposal method, and authorizes disposition Council may authorize an appraisal	• General policy is disposal by publicly advertised competitive bid • Council may authorize a disposal method other than competitive bid (Council should consider whether there is an advantage to the City to forego the competitive bid process and whether there is a real or perceived conflict of interest for any member of the Council) • Council may authorize disposal by public auction (Council must determine that public auction is desirable and in City's best interest)	Surplus Property Policy SMC 13.40.060 UCA 11-1-203(1)	RFP for Realtor Services posted April 15, 2026
Publish intent to dispose on city's website or a real estate offering website for at least 45 consecutive days		UCA 11-1-203(1)	May 5, 2026
Post physical sign on property that property is available and offers may be made to the City		UCA 11-1-203(1)	July 9, 2026
Council holds public hearing	• Council must determine that the sale is in the public interest and complies with applicable laws and ordinances • Council must disclose the proposed purchaser and the purchase price • Council approves the sale	Surplus Property Policy UCA 10-8-2(1)	May 12, 2026 - (public hearing) August 18, 2026 (council approve REPC)
All sales are final and without warranty ("as is")		Surplus Property Policy	TBD
Payment must be received by City within 72 hours of closing		Surplus Property Policy	TBD

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this 11th day of August, 2026 ("Offer Reference Date") Jordan & Stephanie Abrams ("Buyer") offers to purchase from Syracuse City Corp ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$5,000 in the form of Wire. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. PROPERTY: 546 W 2525 S

City of Syracuse, County of Davis, State of Utah, Zip 84075 Tax ID No. 12-255-0018 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☒ microwave ovens

☒ other (specify) Ceiling Fan; Microwave; Range; Storage Shed(s); Water Softener; Own

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: _____

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is \$619,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$5,000 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$0 (b) **Additional Earnest Money Deposit** (see Section 8.4 if applicable)

\$614,000 (c) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.

\$0 (d) **Seller Financing** (see attached Seller Financing Addendum)

\$0 (e) **Balance of Purchase Price in Cash at Settlement**

\$619,000 **PURCHASE PRICE. Total of lines (a) through (e)**

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☒ IS ☐ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller 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 the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or 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. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☒ **Upon Recording;** ☐ **____ Hours after Recording;** ☐ **____ Calendar Days after Recording.** Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

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, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☒ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____

The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: ☒ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____. The provisions of this Section 4.3(c) shall survive Closing.

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Real Estate Brokerage Compensation. Seller and Buyer agree that Seller shall contribute 2.5 % of the Purchase Price to Buyer's Brokerage or \$ _____ to Buyer's Brokerage, if applicable ("Seller's Compensation Contribution"). If no amount is entered, then Seller has not agreed to compensate Buyer's Brokerage in the REPC. This payment shall be made in addition to any other compensation agreed to by the Seller's Brokerage to Buyer's Brokerage, if applicable. Buyer agrees that Seller's Compensation Contribution, combined with any other payment from Seller's Brokerage, if applicable, to Buyer's Brokerage, shall not exceed the amount agreed to between Buyer and Buyer's Brokerage in their written buyer-broker agreement. The provisions of this Section 4.3(e) shall survive Closing.

(f) Sales Proceeds Withholding. Buyer and Seller authorize and direct the escrow/closing office to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens, real estate brokerage compensation, and warrants. The provisions of this Section 4.3(f) shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) Darin Kidd, represent(s) ☒ **Seller** ☐ **both Buyer and Seller as Limited Agent(s);**
 Seller's Agent(s) Utah Real Estate License Number(s): 5858663-SA00
 Seller's Brokerage EXP Realty, LLC, represents ☒ **Seller** ☐ **both Buyer and Seller as Limited Agent;**
 Seller's Brokerage Utah Real Estate License Number: 9856926 - CN00
 Buyer's Agent(s) Lisa Cordon, represent(s) ☒ **Buyer** ☐ **both Buyer and Seller as Limited Agent(s);**
 Buyer's Agent(s) Utah Real Estate License Number(s): 12118398 - SA00
 Buyer's Brokerage Kettle & Co Real Estate, represents ☒ **Buyer** ☐ **both Buyer and Seller as a Limited Agent.**
 Buyer's Brokerage Utah Real Estate License Number: 6636578 - CN00

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer

at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(a) shall survive Closing.

(b) Short-Term Rental Bookings. Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "Homeowner's Policy"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("Owner's Policy") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the

requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☐ **No Financing Required.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☒ **Financing Required.** Buyer's obligation to purchase the Property **IS** conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon \$0 of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) **Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer:

☐ **WILL** ☒ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☐ **Addendum No. 1 Escalation Clause** ☐ **Seller Financing Addendum** ☐ **FHA/VA Loan Addendum** ☐ **Other (specify)** Addendum 2 Subject to Sale.

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☒ **WILL** ☐ **WILL NOT** be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☒ **Buyer** ☐ **Seller** and shall be issued by a company selected by ☒ **Buyer** ☐ **Seller**. The cost of the Home Warranty Plan shall not exceed \$850 and shall be paid for at Settlement by ☒ **Buyer** ☐ **Seller**.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new

property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), 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 REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☒ **SHALL** ☐ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

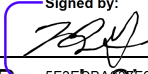
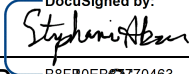
22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. **ACCEPTANCE.** "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. **CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline August 21, 2026 (Date)
- (b) Due Diligence Deadline August 28, 2026 (Date)
- (c) Financing & Appraisal Deadline September 08, 2026 (Date)
- (d) Settlement Deadline September 18, 2026 (Date)

25. **OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 6 : 00 ☐ AM ☒ PM Mountain Time on August 19, 2026 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Signed by:  _____ (Buyer's Signature)	8/11/2026 _____ (Date)	DocuSigned by:  _____ (Buyer's Signature)	8/11/2026 _____ (Date)
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ACCEPTANCE/COUNTEROFFER/REJECTION

- CHECK ONE:**
- ☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
 - ☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified by the attached ADDENDUM No _____
 - ☐ **REJECTION:** Seller rejects the foregoing offer.

_____ (Seller's Signature)	_____ (Date)	_____ (Time)	_____ (Seller's Signature)	_____ (Date)	_____ (Time)
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THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL.
EFFECTIVE DECEMBER 4, 2024.

ADDENDUM NO. 1 TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 08 / 11 / 2026 including all prior addenda and counteroffers, between Jordan & Stephanie Abrams as Buyer, and Syracuse City Corp as Seller, regarding the Property located at 546 W 2525 S, Syracuse, Utah, Davis County. The following terms are hereby incorporated as part of the REPC:

1. ESCALATION CLAUSE:

The following terms will apply to increase the Purchase Price of this offer:

(a.) Competing Offers: If, prior to Seller's acceptance of this REPC, Seller receives one or more bona fide written offers to purchase the Property ("Competing Offers"), with terms acceptable to Seller which would result in higher net proceeds (Purchase Price minus any Seller concessions) to Seller from the Sale of the Property than the net proceeds which Seller would obtain by acceptance of this REPC, then Buyer and Seller agree to the following Terms of this Escalation Clause.

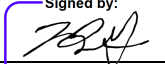
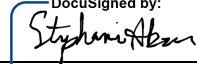
(b.) Escalation Amount: Buyer agrees to increase the Purchase Price by the amount necessary to permit Seller to realize net proceeds that are \$1,045 more than the net proceeds of any Competing Offer.

(c.) Cap: The Purchase Price under this Offer shall not exceed \$642,000 ("Cap").

(d.) Documentation: If Competing Offers cause the escalation of the Purchase Price in this Offer, the Seller will provide the Buyer with a copy of the highest net offer, with personal information redacted for privacy.

(e.) Initial Purchase Price of this Offer: \$619,000 ("Floor").

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 6:00 ☐ AM ☒ PM Mountain Time on August 19, 2026 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Signed by:  8/11/2026	DocuSigned by:  8/11/2026
☒ Buyer ☐ Seller Signature (Date) (Time)	☐ Buyer ☒ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ COUNTEROFFER: ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



SUBJECT TO SALE OF BUYER'S PROPERTY ADDENDUM NO. 2 TO REAL ESTATE PURCHASE CONTRACT



THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 08/11/2026, including all prior addenda and counteroffers, between Jordan & Stephanie Abrams as Buyer, and Syracuse City Corp as Seller, regarding the Property located at 546 W 2525 S, Syracuse, Utah, Davis County. The terms of this Addendum are hereby incorporated as part of the REPC, and to the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control.

1. **SUBJECT TO SALE CONDITION.** Buyer's obligation to purchase the Property IS CONDITIONED upon the closing of the sale of Buyer's property located at: 372 E. Arabian Dr., Gilbert, AZ 85296 ("Buyer's Property"). This condition is referred to below as the "Subject to Sale of Buyer's Property Condition".

A. Buyer's Right to Cancel Before the Due Diligence Deadline or Financing & Appraisal Deadline, Whichever is Later. Buyer may cancel, in Buyer's sole discretion, if the Buyer has not closed on the sale of Buyer's Property by providing written notice to Seller no later than the Due Diligence Deadline referenced in Section 24(b) or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later; whereupon the Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

B. Buyer's Right to Cancel After the Due Diligence Deadline or Financing & Appraisal Deadline, Whichever is Later. If Buyer does not cancel the REPC by the Due Diligence Deadline or the Finance & Appraisal Deadline, whichever is later, and has not closed on the sale of Buyer's Property, then Buyer may cancel the REPC on or prior to the Settlement Deadline by providing written notice to Seller; whereupon the Earnest Money Deposit, or Deposits, shall be released to Seller without further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages.

2. **BUYER'S PROPERTY LISTING REQUIREMENT:**

A. Buyer's Property ☒ **IS** ☐ **IS NOT** currently listed on a Multiple Listing Service for sale through a real estate brokerage. In the event Buyer's Property IS NOT currently listed for sale through a real estate brokerage, Buyer agrees the Property **WILL BE** listed on a Multiple Listing Service within 7 days of Acceptance.

B. The name of the listing agent is/will be Chris Niederhauser

and the name of the real estate brokerage is/will be Bentley & Company Real Estate

3. **BUYERS PROPERTY CONTRACT STATUS (Check Applicable Box):** Buyer's Property ☒ **IS** ☐ **IS NOT** currently under contract with a purchaser.

ALL OTHER TERMS of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM/COUNTEROFFER shall remain the same. ☒ **Seller** ☐ **Buyer** shall have until 6 : 00 ☐ **AM** ☒ **PM** Mountain Time on August 19, 2026 (Date), to accept the terms of this ADDENDUM/COUNTEROFFER in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM/COUNTEROFFER shall lapse.

Signed by:

8/11/2026

☒ Buyer [] Seller Signature

(Date) (Time)

DocuSigned by:

8/11/2026

☒ Buyer [] Seller Signature

(Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ **Seller** ☐ **Buyer** hereby accepts the terms of this ADDENDUM/COUNTEROFFER.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM/COUNTEROFFER NO. ____.

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM/COUNTEROFFER.

(Signature)

(Date)

(Time)

(Signature)

(Date)

(Time)

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**ADDENDUM NO. 3
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☐ ADDENDUM ☒ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 08/11/2026, including all prior addenda and counteroffers, between Jordan Abrams, Stephanie Abrams as Buyer, and Syracuse City Corp. as Seller, regarding the Property located at 546 W 2525 S, Syracuse, UT 84075. The following terms are hereby incorporated as part of the REPC:

- 1- Purchase Price is \$630,000
- 2- Sellers are a government entity and have never occupied the property.
- 3- In reference to section 7 of REPC seller disclosures are omitted from this contract.
- 4- Home is being sold as is.
- 5- \$2,500 of Earnest Money becomes non-refundable after due diligence deadline with the exception of the home not appraising for the contract price.
- 6- Syracuse City Council must determine that the sale is in the public interest & complies with applicable laws and ordinances.
- 7- Syracuse City Council must disclose the proposed purchaser and the purchase price to the public.
- 8- Syracuse City Council approves the sale.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☒ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on 08/21/2026 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ COUNTEROFFER: ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

**THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.**



CITY COUNCIL AGENDA

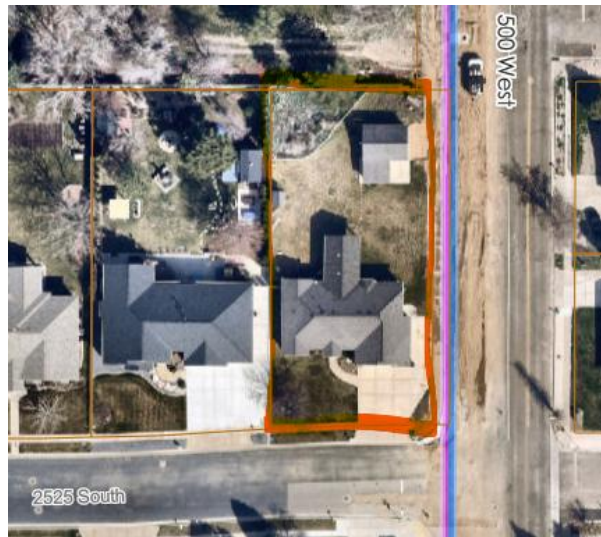
August 18, 2026

Agenda Item #4

Authorize Mayor Maughan to execute short term lease agreement for the property located at approximately 546 West and 2525 South.

Factual Summation

- Any question regarding this agenda item may be directed at Stephen Marshall, Assistant City Manager.
- Please review the attached short term rental agreement.



- The Abram's have requested to be able to move into the 546 W 2525 S home in advance of closing on the purchase of the home so they can enroll their children in school.
- School starts on Thursday and DSD requires a local address for them to enroll their children.
- The short-term lease agreement would be for approximately 2-3 weeks from August 19 to September 4th. The agreement allows an extension to September 18th if the closing isn't finalized by the 4th.
- There is some risk in allowing the lease of the home in advance of closing. This risk is minimized because of the short duration of the lease.

Discussion Goals

Discuss and vote whether to authorize the Mayor to execute the short-term lease rental agreement for 546 West 2525 South.



SHORT-TERM LEASE AGREEMENT
Jordan and Stephanie Abrams
546 West 2525 South, Syracuse Utah

LEASE AGREEMENT ("Lease") dated August 19, 2026, by and between Syracuse City Corporation, a political subdivision of the State of Utah ("City"), and Jordan Abrams and Stephanie Abrams ("Tenants").

1. Premises. City hereby leases to Tenants residential real property located at 546 West 2525 South, Syracuse City, Utah ("Premises").
2. Term. This Lease shall commence on August 19, 2026, and shall expire on September 4, 2026, upon the closing of the purchase of the Premises by Tenants. The parties may, by mutual written agreement, extend this Lease to a date certain not later than September 18, 2026. If Tenants do not close on the purchase of the Premises by September 18, 2026, they shall, within 72 hours, remove their personal property from the Premises and surrender the Premises to the City in good condition and repair.
3. Maintenance and Repairs. Tenants shall, at the commencement of this Lease, document pre-existing damages to the Premises and immediately forward proof of the same to City. Tenants are solely responsible for undocumented damages and for damages caused by Tenants, their family members, guests, or invitees. Tenants are solely responsible for cleaning and maintenance and shall maintain the Premises in a clean and orderly manner fit for human habitation.
4. Improvements. In the absence of City's written consent, Tenants shall not make improvements to the Premises such as installing fences or gates, painting, replacing carpets, remodeling, or replacing fixtures.
5. Rate. Tenants shall pay in advance \$1,462 for the initial lease term. If the parties agree to extend the initial term, Tenants shall pay in advance the rate of \$86 per day through the extended lease term.
6. Utilities. During the Lease term, City shall be pay the following utilities: water, gas, electricity, sewer, stormwater, and garbage collection. Tenants shall pay all other utilities (such as telephone, internet or cable).

7. Insurance and Indemnification. Tenants shall indemnify City and hold City harmless from any and all claims arising out of Tenants' lease or occupation of the premises. City is not responsible for losses to Tenants' personal property, and Tenants are encouraged to obtain renters' insurance.
8. Domestic Animals. Domestic animals are permitted in and upon the Premises. Tenants are solely responsible for damages caused by such animals.
9. Smoking. Smoking is strictly prohibited in any form by any person in the dwelling or on the Premises (including the front and back yards).
10. Criminal Acts and Nuisances. Tenants shall not commit, and shall not allow others to commit, any illegal act upon the Premises. Tenants shall neither allow nor create a nuisance.
11. Right of Entry for Inspection. City may inspect the Premises at any time upon 24 hours' notice to Tenants.
12. Integration. Any prior understanding or oral agreement of any kind preceding the effective date of this Lease is not binding upon either party unless it is incorporated herein.
13. Amendment. This Lease may only be modified by the mutual written consent of the parties.
14. Severability. If any provision of this Lease is held invalid or void by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
15. Governing Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any action to enforce the terms of this Lease shall exclusively lie in the Second District Court of Davis County.
16. Attorney's Fees and Collection Costs. If either party brings a civil action arising from this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
17. Notices. All notices and communications required under this Lease shall be in writing and mailed to the following addresses.

City Manager
Syracuse City Corporation
1979 West 1900 South
Syracuse, UT 84075

Jordan Abrams
Stephanie Abrams
546 West 2525 South
Syracuse, UT 84075

SYRACUSE CITY CORPORATION:

DAVE MAUGHAN, Mayor

JORDAN ABRAMS:

STEPHANIE ABRAMS:
