

## REAL ESTATE PURCHASE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the Fat Trout, LLC (Seller) and Heber City Corporation (Purchaser).

WITNESSETH, that the parties to this agreement, in consideration of the promises and agreements contained herein, both stipulate and agree as follows:

1. Seller, for a total purchase price of \$31,845.00, agrees to sell and convey to Purchaser, certain real property, in Heber City, Utah, Wasatch County, located at 650 South and Southfield Road (1100 West), in Heber City, APN #00-0020-7248 containing .1646 acres, which parcel is more particularly described in the attached Exhibit "A" as parcel #2.

2. The Terms of the Sale are as follows:

2.1. Seller's Role, Duties and Obligations:

a. Seller agrees to receive the amount of \$31,845.00, in a lump sum, from Purchaser, as the purchase price, pursuant to the provisions of this Agreement, due and payable within 30 days of the execution of this Agreement. Said purchase amount represents two portions; the land purchase portion in the amount of \$16,060.00, and the cost of improvement relocation portion in the amount of \$15,785.00.

b. Seller shall bear and pay one-half of all closing/title insurance costs.

2.2. Purchaser's Role, Duties and Obligations.

a. Purchaser agrees to pay to Seller \$31,845.00, in a lump sum as the purchase price, pursuant to the provisions of this Agreement, due and payable within 30 days of the execution of this Agreement.

b. Purchaser agrees that the address and contact information that Seller may rely upon to send all notices shall be the address and information listed below under the signature of the Purchaser.

c. Purchaser shall bear and pay one-half of all closing/title

insurance costs.

3. Closing shall occur on or before \_\_\_\_\_<sup>th</sup>, 2015. The parties shall pay their respective one-half shares of closing costs and title insurance costs at the time of closing.

4. Seller represents and warrants to Purchaser that said property is free of all taxes, liens, and encumbrances.

5. During construction project(s) to widen either of the said roads, 1200 West or 650 South, Purchaser will insure that Seller is allowed to maintain and have access to its current driveways. Purchaser agrees to repair and re-establish such driveways in conjunction with, and as a result of the completion of the widening construction project.

6. Purchaser will bear the cost and expenses of relocating the WCWEP pressurized irrigation valve, if required by such project.

7. If and when Purchaser determines to widen either of the roads, Purchaser will notify Seller within 60 days of the initiation of such construction project.

8. During such construction project, the Purchaser will provide for access to Seller's property off the project road.

9. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Seller: Fat Trout, LLC

Address:

By:

\_\_\_\_\_  
\_\_\_\_\_  
Gifford Paul Hickey, Owner, President and  
Managing Member, Fat Trout, LLC

Purchaser: Heber City Corporation

By: Mark K. Anderson, City Manager

Address: 75 North Main  
Heber City, Utah 84032

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**EXHIBIT A. (Parcel #2)**

Fat Trout, LLC  
City Purchase  
Legal Description

CONTAINS .1646 ACRES

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## REAL ESTATE PURCHASE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the Gifford Paul Hickey Trust (Seller) and Heber City Corporation (Purchaser).

WITNESSETH, that the parties to this agreement, in consideration of the promises and agreements contained herein, both stipulate and agree as follows:

1. Seller, for a total purchase price of \$55,955.00, agrees to sell and convey to Purchaser, certain real property, in Heber City, Utah, Wasatch County, located at 650 South and Southfield Road (1100 West), in Heber City, APN #00-0020-7250 containing .2892 acres, which parcel is more particularly described in the attached Exhibit "A" as parcel #1.

2. The Terms of the Sale are as follows:

2.1. Seller's Role, Duties and Obligations:

a. Seller agrees to receive the amount of \$55,955.00, in a lump sum, from Purchaser, as the purchase price, pursuant to the provisions of this Agreement, due and payable within 30 days of the execution of this Agreement. Said purchase amount represents two portions; the land purchase portion in the amount of \$28,220.00, and the cost of improvement relocation portion in the amount of \$27,735.00.

b. Seller shall bear and pay one-half of all closing/title insurance costs.

2.2. Purchaser's Role, Duties and Obligations.

a. Purchaser agrees to pay to Seller \$55,955.00, in a lump sum as the purchase price, pursuant to the provisions of this Agreement, due and payable within 30 days of the execution of this Agreement.

b. Purchaser agrees that the address and contact information that Seller may rely upon to send all notices shall be the address and information listed below under the signature of the Purchaser.

c. Purchaser shall bear and pay one-half of all closing/title

insurance costs.

3. Closing shall occur on or before \_\_\_\_\_<sup>th</sup>, 2015. The parties shall pay their respective one-half shares of closing costs and title insurance costs at the time of closing.

4. Seller represents and warrants to Purchaser that said property is free of all taxes, liens, and encumbrances.

5. During construction project(s) to widen either of the said roads, 1200 West or 650 South, Purchaser will insure that Seller is allowed to maintain and have access to its current driveways. Purchaser agrees to repair and re-establish such driveways in conjunction with, or as a result of the completion of the widening construction project.

6. Purchaser will bear the cost and expenses of relocating the WCWEP pressurized irrigation valve, if required by such project.

7. If and when Purchaser determines to widen either of the roads, Purchaser will notify Seller within 60 days of the initiation of such construction project.

8. During such construction project, the Purchaser will provide for access to Seller's property off the project road.

9. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Seller:

Gifford Paul Hickey Trust

Address:

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
Gifford Paul Hickey, Trustee

Purchaser: Heber City Corporation

By: \_\_\_\_\_  
Mark K. Anderson, City Manager

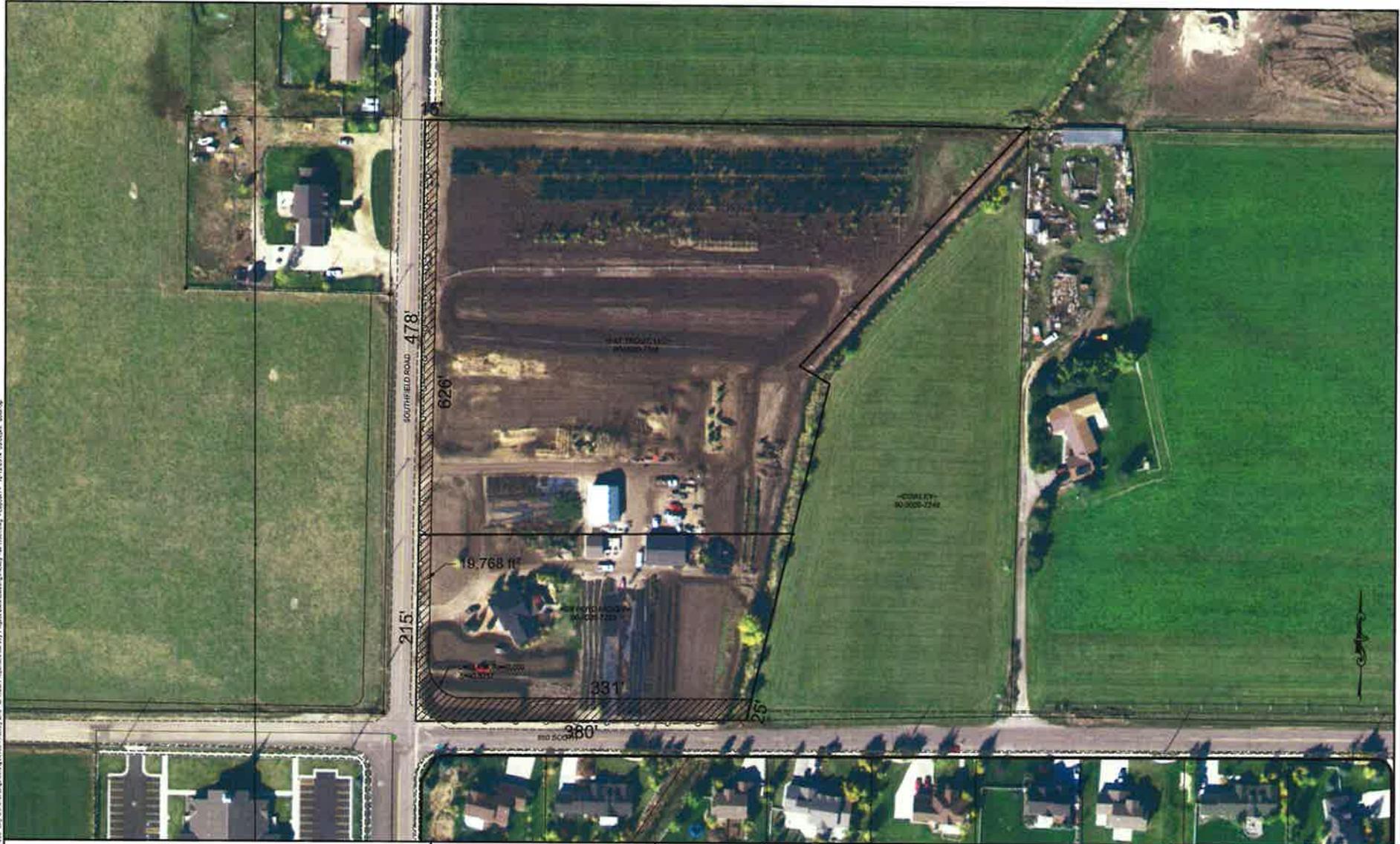
Address: 75 North Main  
Heber City, Utah 84032

**EXHIBIT A.**

The Gifford Paul Hickey Trust  
City Purchase  
Legal Description

CONTAINS .2892 ACRES

01/27/2014 10:42:11 AM: City Council Decision: 11/18/14 at 11:00 AM: Road Properties Survey Project: 2014-01-27-14: 01/27/2014 10:42:11 AM



**PRELIMINARY**  
RIGHT OF WAY EXHIBIT

**HORROCKS**  
**ENGINEERS**

2162 West Grove Parkway  
Suite 400  
Pleasant Grove, UT 84062  
(801) 763-6100

**HICKEY & FAT TROUT LLC**  
**PROPOSED RIGHT OF WAY**

DESIGNED	DATE	PROJECT NO.
CSB	12/11/2014	HB-201-2804-M186
DRAWN	DATE	SHEET NO.
CSB	12/11/2014	HB-201-2804-M186
CHECKED	DATE	DRAWING NO.