PURCHASE AND SALE AGREEMENT
[Utah Motorsports Campus]

This "Purchase and Sale Agreement" ("**Agreement**") is entered into as of the Effective Date as defined below between Tooele County, a political subdivision of the State of Utah ("**Seller**"), whose address is 47 South Main Street, Tooele, Utah 84074, and the Redevelopment Agency of Tooele County, a limited purpose local government entity duly organized as a community reinvestment agency ("**Buyer**"), whose address is 47 South Main Street, Tooele, Utah 84074.

For the good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Definitions. As used in this Agreement, each of the following terms shall have the indicated meaning:

a. "**Agreement**" means this "Purchase and Sale Agreement."

b. "**Cash Purchase Price**" means the sum twenty million and 00/100 U.S. Dollars ($20,000,000.00) in cash.

c. "**Buyer**" is the Redevelopment Agency of Tooele County, a limited purpose local government entity duly organized as a community reinvestment agency.

d. "**Deed**" means a quitclaim deed in form and substance reasonably satisfactory to Seller and Buyer, dated as of the Effective Date and conveying to Buyer good, marketable, and indefeasible fee simple title to the Realty, free and clear of all liens, encumbrances, and other matters, in form attached as **Exhibit C**.

e. "**Effective Date**" is the date on which this Agreement is fully executed.

f. "**Improvements**" means all buildings, racetracks, facilities, garages, concession stands, roads, driveways, parking areas, landscaping, improvements and other structures (including, without limitation, the buildings and improvements identified on **Exhibit B**, except item number 19 as listed on Exhibit B, which is not included in the sale), and walkways on, and fixtures attached to, the Land (including, without limitation, plumbing, electrical, heating, ventilating, air conditioning, and other lines and systems) and other physical improvements located on or affixed to the Land, to the extent such improvements constitute realty under the laws of the State of Utah.

g. "**Intangible Personalty**" means all right, title and interest of Seller (if any) in and to the good will associated with any businesses located on the Land and all trademarks, trade names, telephone numbers, logos, contract rights, escrow accounts, accounts receivable, chattel paper, insurance policies, agreements, instruments, documents of title, general intangibles, business records, plans, specifications, drawings, options, declarations, surveys, studies, architectural renderings, diagrams, maps, permits, licenses, certificates, zoning and subdivision development applications, filings, and approvals, and other intangible personal

property now owned by Seller and used in connection with the ownership or operation of the Land or any businesses located on the Land.

h. "**Land**" means the approximately 511 acres of land located in Tooele, Utah, at approximately 2901 Sheep Lane, Tooele, Utah 84074, legally described on the attached **Exhibit A**, together with all appurtenant easements and rights-of-way and all other appurtenances in any way appertaining to such land, including, without limitation, all oil, gas, water, and mineral rights, and all right, title, and interest of Seller in and to any land lying in the bed of any street, road, avenue, or alley, whether open, closed, or proposed, and any strips and gores, in front of or adjoining such land, and in and to any award for damages to such land by reason of the change of any street or a condemnation or taking for a public use.

i. "**UMC**" means Utah Motorsports Campus, Inc.

j. "**UMC Management Agreement**" means the Management Agreement dated 6 January 2016 between Seller, as owner, and UMC, as manager, together with all attachments, exhibits, amendments and supplements (if any).

k. "**Personalty**" means the Intangible Personalty and the Tangible Personalty.

l. "**Property**" means the Realty and the Personalty.

m. "**Realty**" means the Land and the Improvements.

n. "**Seller**" is Tooele County, a political subdivision of the State of Utah.

o. "**Tangible Personalty**" means all right, title, and interest of Seller (if any) in and to all goods, equipment, machinery, inventory, materials, supplies, fixtures, furniture, furnishings, tools, appliances, and other tangible personal property now owned by Seller and located on the Land, including the items listed on **Exhibit B** (except item number 19 as listed on Exhibit B, which is not included in the sale), attached hereto and incorporated herein.

2. Terms of Sale. Seller hereby sells to Buyer and Buyer purchases from Seller the Property, subject to all of the provisions of this Agreement, for the Cash Purchase Price.

a. Time for Payment. Buyer shall pay Seller the entire Cash Purchase Price by 31 December 2016 or sooner, if practicable.

i. The Buyer's time for payment may be extended at Seller's discretion, upon a showing of Buyer's good faith efforts to sell the Property to a third party. In no event shall the Buyer's time for payment be extended beyond twenty years from the Effective Date.

b. Interest. Until such time as Buyer pays Seller the full Cash Purchase Price, the Cash Purchase Price, or that portion that remains unpaid, shall accrue interest at a rate of three

percent (3%) per annum. Any payoff of the Cash Purchase Price shall include all interest then due and owing.

c. Payments. Until the Cash Purchase Price is paid in full, Buyer shall make annual cash payments due every year by December 31 in the amount of principal owing, prorated over a twenty-year period from the Effective Date, plus all interest accrued to that point.

d. Form of Funds. At Buyer's option, funds to be delivered in cash under this Agreement may be in the form of cash, cashier's check, same-day federal funds wire-transfer, or by Tooele County accounts transfer.

e. Sale to Third Party. In the event Buyer sells the Property to a third party before paying the entire Cash Purchase Price to Seller, Buyer shall immediately pay Seller the full balance owing on the Cash Purchase Price and all accrued interest.

3. Prorations. Unless otherwise provided in this Agreement, Seller and Buyer shall prorate, adjust, charge, or credit the following items between Seller and Buyer as of 12:01 a.m. on the Effective Date, with the effect that Seller shall bear the costs and expenses and receive revenues for periods prior to the Effective Date, and Buyer shall bear the costs and expenses and receive revenues for periods on and after the Effective Date:

a. Taxes. Ad valorem and any other general or special taxes on or allocable to the Property that are due and payable in the calendar year in which the Effective Date falls.

b. Other Amounts. Unless otherwise provided, all other income, accounts payable, and ordinary operating expenses of the Realty, including, without limitation, utility and other deposits, utility, maintenance and service charges, and amounts due under any landscaping, maintenance, or other service contracts relating to the Property, shall be prorated and appropriate and customary adjustments and credits shall be made between Seller and Buyer as of the Effective Date. Seller shall procure final meter readings for all utilities as of the Effective Date and have final bills rendered directly to Seller.

4. UMC Management Agreement. Seller hereby assigns to Buyer all its rights, benefits, and obligations under the UMC Management Agreement. Buyer hereby accepts Seller's assignment of its rights, benefits, and obligations under the UMC Management Agreement, including all amounts due and owing UMC as of the Effective Date. Buyer shall honor all provisions of the UMC Management Agreement, including all contracts and leases entered into by UMC as permitted under the UMC Management Agreement.

5. Deed. Upon the full execution of this Agreement, Seller shall provide to Buyer a signed and acknowledged quitclaim deed ("**Deed**") for the Realty, in the form attached as **Exhibit C** and incorporated herein by this reference, which Buyer shall forthwith record with the Tooele County Recorder. Buyer shall simultaneously record this Agreement.

6. Bill of Sale. This Agreement constitutes a bill of sale between the Seller and Buyer, and by it Seller assigns to Buyer the Personalty, free and clear of all liens, encumbrances, and any other restrictions arising through Seller.

7. Due Diligence. Buyer has completed all due diligence it desires prior to entering into this Agreement, including inspecting the Property and reviewing the UMC Management Agreement.

8. No Closing. There shall be no closing. By executing this Agreement, Seller and Buyer represent that, as of the Effective Date, all due diligence deemed appropriate has been completed and no further action is necessary to complete the Property's purchase.

9. Delivery. Upon the full execution of this Agreement, the Property shall be considered delivered to the Buyer. Seller shall at that time, but in no event more than five business days after the Effective Date, deliver the following to Buyer:

a. Keys. Master keys to the Realty and each door and other closed and locked location on the Realty for which access requires a key, to the extent such keys are in the possession of Seller.

b. Building Documents. Building Documents, described as follows:

i. Accurate copies of all surveys and flood maps within Seller's possession or control.

ii. Accurate copies of all written warranties and guarantees pertaining to the landscaping, roofs, plumbing, mechanical, electrical, heating, ventilating and air conditioning systems, and other equipment that is part of the Property and pertaining to any other component of the Property within Seller's possession or control.

iii. Accurate copies of all building permits, certificates of occupancy, and similar documents, as well as any notices of violation of any applicable law, ordinance, rule, or regulation that pertain to the Property within Seller's possession or control.

iv. Accurate copies of the as-built drawings of buildings on the Land and the plans and specifications relating to such buildings, all architectural, structural, mechanical, electrical, and landscaping plans and specifications, and all engineering studies and reports (including, without limitation, soil, structural, seismological, environmental, mechanical, electrical and geological tests and reports) within Seller's possession or control. In addition, any data or documents in Seller's possession or control relating to any underground tanks located on or near the Land or any potentially hazardous substances used, manufactured, transported, located, or disposed of on the Realty and a statement of the disposal practices followed with respect to such substances.

v. Accurate copies of inspection reports prepared by an engineer or other representative of any federal, state, or local government entity or agency relating or referring to the construction or maintenance of the Realty within Seller's possession or control.

c. Licenses. Accurate copies of all licenses and permits affecting the operation of the Property within the Seller's possession or control.

d. Agreements. Accurate copies of all service, management, maintenance, leases, licenses, utility agreements, and other agreements affecting the Property within Seller's possession or control. With respect to each such agreement, Seller hereby assigns its interest to Buyer, and Buyer shall, as of this Agreement's Effective Date, indemnify, defend, and hold harmless Seller from and against any obligation, claim, demand, loss, liability, cause of action, cost, and expense (including reasonable attorneys' fees) with respect to such agreements, including all termination and other similar fees.

e. Other Information. Accurate copies of all other information, documents, instruments, or agreements in Seller's possession or control that, in Seller's or Buyer's good faith judgment, may materially affect the economic or physical condition of the Property.

10. Cooperation. Seller and Buyer shall cooperate in good faith with each other with respect to the matters set forth in this Agreement.

11. Representations and Warranties.

a. Seller's Representations and Warranties. Seller makes the following representations, warranties, covenants, and guarantees for the benefit of Buyer and Buyer's affiliates and their respective successors and assigns:

i. Seller has obtained all necessary approvals, authorizations, and consents in connection with the Seller's execution of, and obligations under, this Agreement. The Seller's execution of, and performance under, this Agreement and the sale, transfer, conveyance, and assignments effected by this Agreement do not require the consent of any third party.

ii. Except to the extent the UMC Management Agreement is considered a lease, sublease, or occupancy agreement, Seller has not entered into any lease, sublease, tenancy, or occupancy agreement pertaining to or affecting the use or occupancy of the Property that remains in effect, and no person has or has asserted any right of use or possession to the Property or any portion of the Property against Seller.

iii. To Seller's knowledge, no hazardous substances, hazardous wastes, pollutants, or contaminants are or have at any time been used, deposited, stored, disposed of, placed, or otherwise located in or on, or released from, the Property or any facility operated on the Property in violation of applicable laws. Seller has received no notice, and is not aware that any notice to any other person has been given, of any violation or claimed violation of any law, ordinance, rule, or regulation relating to hazardous substances, hazardous wastes, pollutants, or contaminants. To Seller's knowledge, neither it nor the Property is in violation of any such law, ordinance, rule, or regulation. To Seller's knowledge, none of the Improvements was constructed with

or presently contains any asbestos or asbestos-related insulation or other construction material, polychlorinated biphenyl (PCB), or urea formaldehyde.

iv. Seller is a political subdivision of the State of Utah, duly organized, validly existing, and in good standing under state law, and has been duly and validly authorized to enter into this Agreement and to sell and convey the Property to Buyer under the provisions of this Agreement. All requisite governmental, county, and/or public action (whether public notice, public hearing, or otherwise) has been taken to ensure that this Agreement is valid and binding on Seller.

v. No suit, action, or arbitration, bond issuance or proposal for bond issuance, proposal for public improvement assessment, pay-back agreement, paving agreement, road expansion or improvement agreement, utility moratorium, use moratorium, improvement moratorium, zoning or land use proceeding, or legal, administrative, or other proceeding, formal or informal, is existing, pending, or threatened that adversely affects the Property or Seller's ability to perform under this Agreement that has not been disclosed to Buyer in writing prior to the date of this Agreement. Except as otherwise disclosed to Buyer in writing, no suit, action, arbitration, or other proceeding affecting or involving UMC exists.

vi. Seller is the sole owner and is in exclusive possession of the Property. Seller hereby conveys to Buyer all of Seller's right, title, and interest in and to the Property. Seller hereby conveys good, marketable, indefeasible, and insurable title to the Land and all of Seller's right, title, and interest in the Personalty listed on **Exhibit B** free and clear of all liens, encumbrances, security interests, leases, subleases, tenancies, covenants, conditions, restrictions, rights-of-way, easements, judgments, encroachments, and other matters affecting title. Seller does not own or hold any water rights or water stock shares, whether certificated or uncertificated, related to or used in connection with the Realty. Notwithstanding the foregoing, Seller does not warrant title to any of the items, improvements, or property listed on **Exhibit B**.

vii. No delinquent tax, assessment, or bond of any nature affecting the Property exists. There are no real or personal property taxes or assessments that are a lien on the Property. No proceeding is pending for the reduction or increase of the assessed valuation of any portion of the Property.

viii. Amounts due for all work done and materials furnished to the Property at the request of Seller, including those which might in any circumstances give rise to a mechanic's, materialman's, or laborer's lien, have been paid in full, all necessary waivers of rights to a mechanic's, materialman's, or laborer's lien have been obtained, and no basis exists for the filing of any such lien against the Property.

ix. Seller maintains casualty insurance and liability insurance in force with respect to the racetrack on the Property. No claim has been made to date under such policies, except as may be set forth in writing and delivered to Buyer. Seller has paid all

premiums due under such policies. Seller has not received any notice of cancellation of any of such policies. Seller has received no notice from any insurance carrier, nor is Seller aware, of defects or inadequacies in the racetrack on the Property that if not corrected would result in the termination of insurance coverage or an increase in insurance costs. UMC otherwise maintains insurance on the Property as required by the UMC Management Agreement.

x. To Seller's knowledge, the ownership, operation, and use of the Property are in compliance with and do not violate any applicable federal state, municipal, or county law, statute, ordinance, rule, or regulation.

xi. No commitments relating to the Realty have been made to any governmental authority, utility company, school board, church or other religious body, homeowners or homeowners' association, or other organization, group, or individual that would impose an obligation on Buyer or Buyer's successors or assigns to make, or which would establish as a condition to development or subdivision of any part of the Realty the making, contribution, or dedication of money or land or any improvements of a public or private nature on or off the Realty.

xii. Seller is not a party to any pending suit or proceeding by or before any tribunal (whether judicial, administrative, or otherwise) that could have an adverse effect on the use or operation of the Property, Seller's performance of Seller's obligations under this Agreement, or the transactions contemplated under this Agreement, nor, to the best of Seller's knowledge, are any claims or actions threatened that may become the subject of litigation that might have a similar adverse effect other than as heretofore disclosed to Buyer. No action, suit, or proceeding is pending, contemplated, or threatened by Seller in connection with the Property (including, without limitation, tax reduction proceedings).

xiii. No adverse or unpaid judgment is outstanding against Seller relating to the Property or the operation of the Property that might affect the ability of Seller to perform Seller's obligations under this Agreement.

xiv. Seller is not in violation of, and the execution by Seller of this Agreement and the performance by Seller of Seller's obligations under this Agreement will not violate, any judicial order or governmental law, ordinance, rule, or regulation in any respect that could have an adverse effect on the validity, performance, or enforceability of this Agreement, any document referred to in or contemplated by this Agreement, or the present use and operation of the Realty.

xv. No management agreement, landscaping or maintenance agreement, security agreement, assignment, ground lease, easement, employment agreement, licensing agreement, insurance policy, employee welfare plan, labor agreement, or other contract or agreement exists, whether oral or written, with Seller affecting or relating to the Property, other than as set forth in or disclosed by this Agreement.

xvi. Seller is not in default, and has performed or satisfied all conditions or obligations to be performed by Seller, under all agreements and documents relating to or affecting the Property, including, without limitation, the UMC Management Agreement, and no event has occurred that, with or without the giving of notice or the passage of time or both, would constitute a default by any party under any of such agreements or documents. The provisions of this Agreement neither conflict with nor will result in the breach of any of the provisions of, or constitute a default under, any of such agreements and documents or any agreement, indenture, instrument, or undertaking to which Seller is a party or by which Seller is bound, including, without limitation, all items potentially affecting transferability of the Property or an interest in the Property, including such items as due on sale clauses, rights of first refusal, transfer restrictions, and all similar items. No option agreement, right of first refusal, or other similar agreement relating to the Property exists. Seller has not committed or obligated itself to sell the Property to any person other than Buyer.

xvii. No pending condemnation, environmental, zoning, or other land use regulation proceeding relating to or affecting the Realty exists, and Seller has no knowledge that any such action is presently threatened or contemplated.

xviii. No representation or warranty in this Agreement or in any document, statement, certificate, or schedule furnished or to be furnished by Seller, whether written or oral, in connection with the transactions set forth in this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained in this Agreement or in any such document, statement, certificate, or schedule not misleading.

b. Buyer's Representations and Warranties. Buyer makes the following representations, warranties, covenants, and guarantees for the benefit of Seller and its respective successors and assigns:

i. Buyer is a limited purpose local government entity duly organized as a community reinvestment agency, validly existing, and in good standing under the laws of the State of Utah, and has been duly and validly authorized to enter into this Agreement and to purchase the Property from Seller according to the provisions of this Agreement. The person or persons executing and delivering this Agreement on behalf of Buyer have been duly authorized to execute and deliver this Agreement and to take such other actions as may be necessary or appropriate to consummate the transactions contained in this Agreement. All requisite agency action has been taken to make this Agreement and all documents to be delivered by Buyer valid and binding on Buyer.

ii. Buyer is not a party to any pending suit or proceeding by or before any tribunal (whether judicial, administrative, or otherwise) that could have an adverse effect on Buyer's performance of Buyer's obligations under this Agreement or the transactions contemplated under this Agreement, nor to the best of Buyer's knowledge are any

claims or actions threatened that may become the subject of litigation that might have a similar adverse effect that have not been disclosed.

iii. No adverse or unpaid judgment is outstanding against Buyer that might affect the ability of Buyer to perform Buyer's obligations under this Agreement.

iv. Neither the provisions of this Agreement nor of any document executed in connection with it exceed, conflict with, will result in the breach of any of the provisions of, or constitute a default under, the statutory scope of Buyer's authority, implementing legislation, or any agreement, indenture, instrument, or undertaking to which Buyer is a party or by which Buyer is bound.

v. No representation or warranty in this Agreement or in any document, statement, certificate, or schedule furnished or to be furnished by Buyer, whether written or oral, in connection with the transactions set forth in this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained in this Agreement or in any such document, statement, certificate, or schedule not misleading.

c. Certain Approvals. Buyer approves and accepts, and waives any objection to, the condition of the Property and the Building Documents.

d. Nature of Representations and Warranties. Seller and Buyer covenant that the representations, warranties, covenants and guarantees set forth herein are true as of the date each executes this Agreement. Each has entered into this Agreement on the condition that the other makes such representations, warranties, covenants, and guarantees, which were and are a material inducement to enter into this Agreement. Each would not have entered into this Agreement except in reliance on such representations, warranties, covenants, and guarantees. Seller and Buyer and their respective affiliates, successors, and assigns will be entitled to rely on and enforce such representations, warranties, covenants, and guarantees, notwithstanding any inspection and investigation made by such persons or any representative of such persons or any suspicion or knowledge to the contrary.

12. General Provisions.

a. Time of Essence. Time is of the essence with respect to each provision of this Agreement. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Agreement falls on a Saturday, Sunday, or any public or legal holiday generally recognized by banks in Salt Lake City, Utah, the party having such privilege or duty shall have until 5:00 p.m. on the next succeeding day to exercise such privilege or to discharge such duty.

b. Integration. This Agreement, together with any exhibits attached to this Agreement, constitutes the entire agreement between Seller and Buyer and supersedes all previous contracts, correspondence, discussions, and documentation relating to the subject matter of

this Agreement. Each exhibit referred to in, and attached to, this Agreement is an integral part of this Agreement and is incorporated in this Agreement by this reference.

c. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by both Seller and Buyer. Any oral representation or modification concerning this Agreement shall be of no force or effect.

d. Notices. Any notice or demand to be given by one party to this Agreement to another shall be given in writing by personal service, and addressed to such party as follows:

If to Seller:

Tooele County Commission
47 South Main Street
Tooele, UT 84074
Telephone: (435) 843-3150

with a required copy to:

Tooele County Attorney
74 South 100 East, Suite 26
Tooele, UT 84074
Telephone: (435) 843-3120

If to Buyer:

Governing Board of the Redevelopment Agency of Tooele County
47 South Main Street
Tooele, UT 84074
Telephone: (435) 843-3150

with a required copy to:

Smith Hartvigsen, PLLC
175 South Main Street, Suite 300
Salt Lake City, UT 84111
Telephone: (801) 413-1600
Attn: J. Craig Smith, Esq.

Either Seller or Buyer may change the address at which such party desires to receive notice on written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective on delivery, to a party at the notice address then applicable for that party; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change that was not properly communicated shall not defeat or delay the giving of a notice.

e. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, Seller and Buyer and their respective officers, representatives, successors, and permitted assigns.

f. Applicable Law; Construction. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah. Except as otherwise provided in this Agreement, no remedy provided in this Agreement shall be exclusive of any other remedy at law or in equity (whether existing on or created after the date of this Agreement), and all remedies under this Agreement may be exercised concurrently, independently, or successively from time to time. The failure on the part of Seller or Buyer to enforce promptly any right under this Agreement shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default.

g. Construction. Unless otherwise provided, references in the Agreement to Sections are to Sections in this Agreement. Both Seller and Buyer prepared this Agreement and it shall therefore be construed according to its fair meaning and not strictly for or against Seller or Buyer. Section titles are for convenience, only, and shall not affect the construction of any provision of this Agreement.

h. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, in the event that one or more of the provisions of this Agreement, for any reason, should be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein. If the remaining provisions do not represent the Seller's and Buyer's original intent, they shall work in good faith to amend the Agreement to restore that intent.

i. Further Actions. Seller and Buyer shall execute such additional documents and take such further actions as may reasonably be required to carry out each of the provisions and the intent of this Agreement. From time to time Seller shall, on Buyer's request, furnish Buyer with access to and with copies of all books, records, documents, and information that Buyer may reasonably request that are within the possession or under the control of, available to, or obtainable by, Seller, and that relate to the Property. Seller shall reasonably cooperate with Buyer in effecting a smooth and orderly transfer of operation and administration of the Property from Seller to Buyer.

j. Authorization. Each individual executing this Agreement represents and warrants that such individual has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where such individual signs.

k. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

[Remainder intentionally blank]

[Signatures immediately follow]

Seller and Buyer have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date.

SELLER:

TOOELE COUNTY,
a political subdivision of the State of Utah

_____
Wade B. Bitner, Chairman
Tooele County Commission

DATED: ___ August, 2016

ATTEST:

_____
Marilyn K. Gillette, Clerk/Auditor

BUYER:

REDEVELOPMENT AGENCY OF TOOELE COUNTY, a limited purpose local government entity duly organized as a community reinvestment agency

_____
Shawn Milne, Board Member
Redevelopment Agency of Tooele County

Dated: ____ August, 2016

EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT

Description of the Land

Lot 1, Deseret Peak PUD Phase 5, a Planned Unit Development of Tooele County, Utah, according to the official plat thereof on file and recorded 6 December 2006 as Entry No. 273563 in the Office of the Tooele County Recorder. 512.46 acres.

EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT

List of Improvements and Tangible Personalty

[Attached]

ITEM	DESCRIPTION	COMMENTS
1	Administration Building	3 story, Registration, Sales Offices, Ticket Offices, Class Room, Toilets, Admin Offices
2	Welcome Center	Security, School Office, School Registration, Classroom , Washroom, Storeroom
3	Museum	Museum
4	Maintenance Building	Work Floor, Mezzanine, Offices, Secure Store Washroom, Shipping and Receiving Store, Lunch Room
5	Basketball courts	Two Outdoor Basketball Courts
6	TV Connection Building	Center Hook-Up for TV OB Units
7	Kart Center	Workshop, Store, Retail, Registration, Washroom, Change rooms
8	GP Garages -Pits, Race Control, Timing and Scoring,	26 Pit garages with toilets, 2 x Two story toilet service units, 2 x Tent covered hospitality areas, 3 classrooms, Media Center ,PA office, Admin Offices , Kitchenette, washrooms, coffee bar, toilets. Race Control, PA office, TV Office, Timing and scoring, washrooms, kitchenette, two offices
9	East Day Garage	... bays, 2 x washrooms, 2 x classrooms.
10	West Day Garage	... bays, 2 x washrooms, 2 x classrooms.
11	Paddock Building	Ace Café, Washrooms, Medical Center, Emergency Vehicle park, Food Court.
12	Podium	Located in food court area
13	Grandstand - Paddock	.... Seats, covered, area beneth used for corporate hospitality.
14	Gas Station	Two multi-pumps, Awning, Store Room
15	West Race Control	Race Control, Timing and Scoring, Toilets, Garage
16	Heli-Pad	FAA Certified emergency Helicopter landing pad, fenced, paved
17	Cafeteria, Washrooms	Cafeteria, washrooms, out door food court
18	Toyota Museum Building	... sq ft
19	Lucas Oil Grandstand	Belongs to Lucas Oil. Not included in purchase
20	Grandstand - Grantsville	1,800 seats, covered
21	Team Garage #1	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
22	Team Garage #2	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
23	Team Garage #3	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
24	Team Garage #4	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
25	Team Garage #5	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
26	Team Garage #6	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
27	Team Garage #7	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
28	Team Garage #8	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
29	Team Garage #9	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room

30	Team Garage #10	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
31	Grandstand - Off Road Stadium	1,800 seats, covered
32	Race Control - Off Road Stadium	3 story, modular structure
33	Grandstand - Off Road Stadium	1,800 seats, covered
34	Black Rock View Tower	Disused ex-kart control tower
35	Grandstand - Tooele	1,800 seats, covered
36	Cafeteria, Washrooms	Cafeteria, washrooms, outdoor food court
37	Cafeteria, Washrooms	Cafeteria, washrooms, outdoor food court
38	Grandstand, Clubhouse	1,800 seats, covered
39	Clubhouse Building	3 story: Basement - catering kitchens and showrooms. Ground floor - club restaurant, kitchen, elevator, Legends Hall, washrooms, meeting room, business center, washrooms, 3rd floor - Office, Kitchen washrooms, hospitality suite, balcony
40	Cafeteria, Washrooms	Cafetaria, washrooms, out door food court
41	Grandstand, Erda	1,800 seat, covered
42	Grandstand, Release	1,800 seat, covered
43	Kart Race Control	2 Story. Storage, race control
44	Kart Weigh Station	Weigh scale
45	Zip Line	
A	East Road Course 2.2 miles	Full course 4.5 miles, Outer track 3.05 miles
B	West Road Course - 2.2 miles	
C	Moto-X course	Dirt infield track
D	East Paddock	Paved - hookups, lighting
E	West Paddock	Paved Barriers, lighting, external hook ups
F	Kart Track	1.2 miles, multiple configurations
G	Super-Moto Extension	Dirt track
H	Maintenance Yard	Gravel with fences
I	Off-Road Stadium	Debris Fence, PA speakers, start tower, approx 1 mile
J	Rock Climbing Course	Used for training and corporate entertainment
K	Off-Road Paddock	... gravel paddock
L	Spectator Embankment	Raised spectator viewing area with PA speakers
M	Motor Home/RV Parking Embankment	Raised parking area vor RV vieiwing, with PA spekers
N	Parking/ Camping Area	... acres gravel parking/ camping. RV parking area, with PA speakers
O	Spectator Embankment	Raised spectator viewing area with PA speakers
P	Expo Paddock	Paved with RV parking
Q	Parking Area	... acres gravel parking with oaved access roads, outside pay lines
R	Clubhouse Parking	Paved parking reserved for members
S	Clubhouse Viewing Area	Grass area for member viewing
T	Corporate Display Park	Grass landscaped area for sponsor displays

U	Admin/ Competitor Parking	... acres - gravel parking outside payline
V	Future Development Area	Undeveloped grass area
W	Parking	Use for dirt driving instruction
X	Storage Paddock	Old Kart paddock used for maintenance storage
Y	Ticket booths	10 x Not shown on map
T1	2 x Large Projection Screens	Legends Hall
T2	2 x Panasonic 5,000 Lumen WUXGA	Legends Hall
T3	2 x Panasonic Long View Zoom Lens	Legends Hall
T4	4 x 4" 16W @70.7V Ceiling Speakers	Michelin room
T5	Extron MPA152 Stereo Amp Energy star 15W	Michelin room
T6	Sony 3,7000 Lumen WXGA Projector	Michelin room
T7	4 x ASUS Mini Computers	Kart Center
T8	6 x Registratuion Computers	Kart Center
T9	Dell All-in-One Computer	Kart Center
T10	Dell Computer	Kart Center
T11	3 x Timing and Scoring Dell Computers	Kart Center
T12	HP Computer	Kart Center
T13	Sharp Printer	Kart Center
T14	Sharp Printer	Kart Center
T15	2356ft Armoc Barrier - 58 x 22', 90 x 12ft	Maintenance Center
T16	Zip Line	Kart Center
T17	289ft x 3 Row Tire Wall	Track
T18	792ft x 2 Row Tire Wall	Track
T19	1403ft x 3 Row Tire Wall	Track
T20	285ft x 3 Row Tire Wall	Track
T21	2551ft x 4 Row Tire Wall	Track
T22	185 x 4 Row Tire Wall	Track
T23	12 x Corner Stations	Track
T24	Installed Armco Guardrailo - Full Tracks	Track
T25	3 x JumboTron TV Screens	Track
T26	8 x 1,800 Seat Grandstands	Track
T27	402ft - Debris Fence	Track

EXHIBIT C
TO
PURCHASE AND SALE AGREEMENT

Form of Quitclaim Deed

[Attached]

WHEN RECORDED, DELIVER TO:
Scott Broadhead
TOOELE COUNTY ATTORNEY
74 South 100 East #26
Tooele, UT 84074

QUITCLAIM DEED

TOOELE COUNTY, a political subdivision of the State of Utah, GRANTOR, of 47 South Main Street, Tooele, Utah 84074, in consideration for the payment of $10.00 and other good and valuable consideration, hereby quit claims to the REDEVELOPMENT AGENCY OF TOOELE COUNTY, a separate body corporate and politic, and likewise a political subdivision of the State of Utah, GRANTEE, also of 47 South Main Street, Tooele, Utah 84074, the following described tract of real property situated in Tooele County, Utah, to wit:

Lot 1, Deseret Peak PUD Phase 5, a Planned Unit Development of Tooele County, Utah, according to the official plat thereof on file and recorded 6 December 2006 as Entry No. 273563 in the Office of the Tooele County Recorder. 512.46 acres.

Tax ID No. 16-23-1

WITNESS the hand of Wade B. Bitner, County Commission Chairman and authorized representative of said Grantor, this ____ day of August, 2016.

ATTEST:

Marilyn K. Gillette, Clerk/Auditor	Wade B. Bitner, Commission Chairman

STATE OF UTAH)
) SS.
TOOELE COUNTY)

The foregoing instrument was acknowledged before me this ____ day of August, 2016, by Wade B. Bitner and Marilyn K. Gillette, the County Commission Chair and the County Clerk/Auditor, respectively, of Tooele County, Utah.

Notary Public