REAL ESTATE PURCHASE AGREEMENT

Daggett County **RDA** (**RDA**) agrees to sell and **Town of Dutch John** (**Buyer**) agrees to purchase from **RDA** the (approximately 10 acres) parcel of real property located at approximately _____ Dutch John, Utah more particularly described as set forth as shown on "Schedule A" attached hereto and incorporated herein, located in Daggett County, State of Utah.

Daggett County a political subdivision of the State of Utah (**COUNTY**) agrees to sell and **Town of Dutch John** (**Buyer**) agrees to purchase from **COUNTY** the parcels of real property located in Dutch John, Utah more particularly described as set forth on "Schedule B" attached hereto and incorporated herein, located in Daggett County, State of Utah.

RDA and **COUNTY** are sometimes referred to collectively herein as "**SELLERS**".

WHEREAS; **RDA** is the owner of certain real property located in Daggett County, State of Utah and within the boundaries of the Town of Dutch John, a municipal corporation of the State of Utah; and,

WHEREAS; **Town of Dutch John** (**Buyer**) has need to acquire real property for use by the Town in providing services to the residents of the Town; and,

WHEREAS; The parcel of **RDA** real property to which this agreement applies is 10 acres more or less which is zoned for civic use and which is useful and suitable for the purposes of the Town in developing and providing necessary and beneficial services to the residents of the Town; and,

WHEREAS; **County** is the owner of certain real property located in Daggett County, State of Utah and within the boundaries of the Town of Dutch John, a municipal corporation of the State of Utah; and,

WHEREAS; The parcels of **COUNTY** real property to which this agreement applies are commonly known as: (a) cemetery (b) civic block and buildings (c) the big lawn parcel, which are useful and suitable for the purposes of the Town in developing and providing necessary and beneficial services to the residents of the Town; and,

WHEREAS; The **RDA** and **COUNTY** and **BUYER** each have an interest in the health, safety, and welfare of the residents of the Town of Dutch John and desire to cooperate in facilitating the provision of necessary government services and recreation and enjoyment to residents of the Town who are also residents of the county; and,

WHEREAS; It is in the interests of the **Buyer** and **RDA** and **COUNTY** and of the citizens and communities served by each to facilitate and complete this sale and purchase of real property and assets.

WHEREFORE; the parties agree as follows:

1. The recitals set forth above are incorporated herein.

2. **RDA** agrees to sell and **Buyer** agrees to purchase the 10 acres of land described in attached Schedule A for the total purchase price of $35,000.

   Buyer agrees to purchase and **COUNTY** agrees to sell the parcels of real property owned by **County** known and referred to as the Dutch John cemetery, the Dutch John civic block including buildings and improvements, located thereon, and the big lawn parcel for $10.00 and other good and valuable consideration.

3. If **BUYER** defaults prior to closing, **SELLERS** may elect either to retain the earnest money deposit as liquidated damages or to return it and sue **Buyer** to specifically enforce this contract.

4. If **SELLERS** default, in addition to return of the earnest money deposit, **Buyer** may elect either to accept from **Sellers** a sum equal to the earnest money deposit as liquidated damages or may sue **Sellers** to specifically enforce this contract.

5. The total purchase price of $35,000 to **RDA** shall be paid as follows:

   (A) $500 shall be paid upon execution of this agreement as earnest money.
   (B) The balance of $34,500 shall be paid at closing.

6. The total purchase price of $10 and other good and valuable consideration to **COUNTY** shall be paid as follows:

   (A) The total purchase price of $10 and other good and valuable consideration shall be paid at closing.

7. The total amount paid to **Sellers** pursuant to this contract shall be used by **Sellers** in providing EMS/fire protection.

8. Closing shall occur on or before the ____ day of _____, 2021.

9. At the time of closing, Sellers, **RDA** and **COUNTY** shall each convey title to their respective parcels of real property to **Buyer** by warranty deed, subject to a provision that should the **Town of Dutch John/ Buyer** sell or transfer ownership of all or any part of the real property to a private individual or for-profit entity within 10 years of the date of this agreement, without the consent of **Seller(s), Seller(s)** shall have the option to acquire the parcel of real property being sold to a third party by paying to the Town of Dutch John the amount of the purchase price under this contract and assuming any debts or obligations associated with the parcel of real property being sold. Sellers agree that this condition shall be released if required by any lender or entity providing financing or grants for the development or improvement of the subject real property.

10. The real property is currently owned by a tax-exempt governmental entity and is being sold and conveyed to a tax-exempt governmental entity and therefore there are no taxes and shall be no proration or rollback of taxes.

11. Any closing costs shall be paid one half by **Sellers** and one half by **Buyer**.

12. In addition to the real property **County** shall transfer to the **Town of Dutch John / BUYER** for the consideration set forth herein the equipment and personal property associated with the real property being sold including the following items of equipment and personal property:

- All contents of buildings, including equipment, furniture etc.
- Lawn mower for the big lawn area and cemetery.
- All sprinkler parts donated by Max Erickson.

13. In addition, Daggett County shall evaluate the water billing to determine the feasibility of creating a municipal or civic water and sewer rate and shall provide for the use of the water and sewer system backhoe (including an approved operator) and dump truck if necessary, as needed to operate and maintain the cemetery. Water and Sewer billing shall not exceed the current billing structure and rates.

14. Each of the parties represents and warrants that it has legal capacity and authority to enter into this contract and that all necessary approvals of the governing and legislative bodies of each entity have approved this agreement

DATED this 13 day of July, 2021

Seller:

Daggett County **RDA**
By: Randy Asay
Chairman

Buyer:

Town of Dutch John
By: Sandy Kunkel
Mayor

Seller:

Daggett **County**
By: Randy Asay
Commission Chair

Buyer:

Town of Dutch John
By: Sandy Kunkel
Mayor

Seller:

Daggett **County**
By: ~~Neil~~ NIEL Lund
Daggett County Attorney

Buyer:

Town of Dutch John
By: Dennis Judd
Town of Dutch John Attorney

State of Utah, County Daggett
The foregoing instrument was acknowledged before me on this 13th day of July, 2021.
By Vicky Walters

Notary Public

VICKY WALTERS
Notary Public, State of Utah
Commission # 697446
My Commission Expires On
October 18, 2021