

REAL ESTATE PURCHASE CONTRACT

Project No.: MSP140	Parcel No(s): PER-1106
Job/Proj/Auth. No.:	Pin No.: 880051
Project Location: Weber-Box Elder Counties	
County of Property: Box Elder	
Tax Id./Sidwell No.: 02-034-006	
Property Address: 1500 West 2950 South, Perry, UT 84302	
Seller(s): Wallace Neal Johnson and Kim W. Johnson, husband and wife, as joint tenants	
Seller's Address: 1500 West 2950 South, Perry, UT 84302	

IN CONSIDERATION of the mutual promises herein Wallace Neal Johnson and Kim W. Johnson, husband and wife, as joint tenants ("Seller") agrees to sell to the Utah Transit Authority (UTA) the Sale Property described below for preservation of a utility corridor. UTA and Sellers agree as follows:

1. **SALE PROPERTY.** The Sale Property referred to in this Contract is an acquisition of Box Elder County Tax ID numbers 02-034-006; identified on project maps and deeds as parcels 1106; more particularly described in Exhibit A, which is attached hereto and incorporated herein, together with all structures and appurtenances.
 - 1.1. This is a voluntary sale to UTA and is not subject to condemnation. As this is a voluntary sale, the Seller waives any "right of first refusal" on any surplus property not used for the proposed utility corridor.
2. **PURCHASE PRICE.** The Purchase Price for the Sale Property is **\$360,000.00**.
3. **SETTLEMENT AND CLOSING.**
 - 3.1. **Settlement.** "Settlement" shall mean that Seller and UTA have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Seller or UTA under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.
 - 3.2. **Closing.** "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Seller for the sale of the Sale Property have been paid to Seller, and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.
 - 3.3. **Possession.** Upon signing of this Contract by Seller and UTA, Seller grants UTA, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Sale Property. Any contracted rental of the Sale Property prior to or after Closing, between Seller and UTA shall be by separate written agreement. Seller agrees to deliver the Sale Property free of any debris and personal belongings, except as outlined under separate agreement. The provisions of this Section 3.3 shall survive Closing.
 - 3.4. **Scrivener's Errors.** Parties agree that it is their intent that the Sale Property boundaries and easement boundaries close. In the event of any scrivener's errors in the deeds or survey, the parties shall cooperate in promptly executing a corrected instrument.
4. **PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.**
 - 4.1. **Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement. Greenbelt rollback taxes owing on Sale Property, if any, shall be the responsibility of Seller.
 - 4.2. **Fees/Costs.**
 - 4.2.1. **Escrow Fees.** UTA agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

4.2.2. Title Insurance. If UTA elects to purchase title insurance, UTA will pay the cost thereof.

5. **TITLE TO SALE PROPERTY.** Seller represents and warrants that Seller has fee title to the Sale Property. Seller shall indemnify and hold UTA harmless from all claims, demands and actions from lien holders, lessees, or other third parties claiming an interest in the Sale Property or the Purchase Price paid hereunder. Seller will convey marketable title to the Sale Property to UTA at Closing by warranty deed. The provisions of this Section 5 shall survive Closing.
6. **SELLER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS.** Seller represents and warrants that there are no claims and/or conditions known to Seller relating to environmental hazards, contamination or related problems affecting the Sale Property. Seller agrees to transfer the Sale Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.
7. **CONDITION OF SALE PROPERTY AND CHANGES DURING TRANSACTION.** Seller agrees to deliver the Sale Property to UTA in substantially the same general condition as it was on the date that Seller signed this Contract.
8. **AUTHORITY OF SIGNERS.** If Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind Seller.
9. **COMPLETE CONTRACT.** This Contract, together with any attached addenda and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties. This Contract may be executed in counterparts.
10. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** This Contract may be executed in counterparts. Signatures on any of the documents, executed physically, shall be deemed original signatures and shall have the same legal effect as original signatures.

Seller's Initials

