



# Utah Department of Transportation

## REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 1582, 1582:E, 1582:REF

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City  
County of Property: DAVIS Tax ID(s) / Sidwell No: 06-093-0112  
Property Address: 600 West 2200 South, WOODS CROSS, UT 84087  
Owner's Address: 45 East State Street, Farmington, UT 84025  
Primary Phone: 801-726-1111 Owner's Home Phone: Owner's Work Phone: (801)726-1111  
Owner / Grantor (s): Board of Education of Davis School District

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Board of Education of Davis School District ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,<sup>1</sup> and UDOT and Owner agree as follows:

**1. SUBJECT PROPERTY.** The Subject Property referred to in this Contract is identified as parcel numbers 1582, 1582:E, 1582:REF, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

**2. PURCHASE PRICE.** UDOT shall pay and Owner accepts \$759,700 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **The owner is being compensated for the following cost to cure items: Temporary Sprinklers (3 EA), reconfigure 5,550 SF of sod & sprinklers, 235 LF 12' Chain-Link Fencing w/ Privacy, Relocate Sign, and Relocate 2 Light Poles, for a total of \$102,425.00 which is included in the total compensation.**

### **3. SETTLEMENT AND CLOSING.**

**3.1 Settlement.** "Settlement" shall mean that Owner and UDOT 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 Owner or UDOT 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 Owner for the sale of the Subject Property have been paid to Owner, 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 Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

### **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.

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1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

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### 4.2 Fees/Costs.

(a) **Escrow Fees.** UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If UDOT elects to purchase title insurance, it will pay the cost thereof.

**5. TITLE TO PROPERTY.** Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

**6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS.** Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

**7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION.** Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

**8. AUTHORITY OF SIGNER(S).** If Owner 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 the Owner.

**9. COMPLETE CONTRACT.** This Contract, together with any attached addendum 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.

**10. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** This Contract 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.

### 11. ADDITIONAL TERMS (IF APPLICABLE):

11(a): The owner is being compensated for the following improvements inside the fee area: 2,805 SF Asphalt Paving, 3,925 SF Sod/Sprinklers (Park Strip), 4,600 SF Sod/Sprinklers (fee area). 24 Small/Medium Trees, 14 Large Trees, and 555 LF 6' Chain-Link Fencing, for a total compensation of \$133,515.00 which is included in the total compensation.

11(b): Owner agrees to remove the existing on-premise sign and light poles from the Subject Property within 60 days from the date of written notification by the contractor to enable construction activity on the Subject Property. If the Owner does not remove the on-premise sign after the 60-day written notification, UDOT or its contractor will remove the on-premise sign at the Owner's cost. In the event the on-premise sign and light poles will be relocated, the owner will be responsible for any storage costs UDOT incurs after removing the on-premise sign.

11(c): The school sign can be relocated east of the existing sidewalk, south of the school's walkway. The relocated sign will be protected in place.

11(d): The contractor will limit work accesses to dates between Memorial Day and August 15th.



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11(e): 11(c): In an effort to expedite the Project, the Department is offering an incentive payment for properties that must be purchased for this Project. As a result, the compensation for the acquisition of Parcel 1582 includes a \$3,000.00 incentive payment for fully executing a Right of Way Contract within 30 days (or less) from the offer date.

\_\_\_\_\_  
Grantor's Initials



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### SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

**CONSULTANT DISCLOSURE.** Owner acknowledges that Daniel Fochs, through HDR Engineering, Inc., is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

\_\_\_\_\_  
100% Brigit Gerrard Davis School District School Board President

\_\_\_\_\_  
Date

### UTAH DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Ross Crowe  
UDOT Director of Right of Way

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Grantor's Initials**



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## Exhibit A

(Attach conveyance documents)