

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this ____ day of January, 2018 ("Offer Reference Date") **SANDY CITY**, a Utah municipal corporation, 10000 South Centennial Parkway, Sandy, Utah 84070 ("**Buyer**") offers to purchase from **D CALVIN RICHARDSON, C. BRUCE RICHARDSON**, individuals, and **THE ORDER OF TRANQUILITY**, a registered Utah DBA for Rulon Frederick Deyoung ("**Seller**"), and the **EVANS FAMILY TRUST**, the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of **\$10,000** (Ten Thousand Dollars) in the form of a cashiers check made out to Seller. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY:

- Parcel tax identification numbers
- 28-11-4276-089-000, 5.39 acres
- 28-11-4276-009-000, 3.22 acres
- 28-11-4276-038-000, 1.42 acres

also described as: approximately 3380 East 9850 South, Sandy, Utah 84092

City of Sandy, County of Salt Lake, State of Utah, less the area occupied by the existing cistern on the northeast side of the property abutting Little Cottonwood Road, approximately 50 feet X 75 feet in area, (the "**Property**"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; ; water heaters; ; bathroom fixtures and bathroom mirrors; ; window and door screens; storm doors and windows; awnings; satellite dishes; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (**check applicable box**): washers dryers refrigerators water softeners microwave ovens other (specify) NONE

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title.

1.3 Excluded Items. The following items are excluded from this sale: equipment, vehicles (whether operating or not), junk, trash, machinery and other personal property on the Property not in the residence. Seller has nine (9) months to remove those items listed herein that they desire to retain.

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: NONE

2. PURCHASE PRICE. The Purchase Price for the Property is **\$2,300,000 (Two Million Three Hundred Thousand Dollars)**. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(c) below. Any amounts shown in 2(b) and 2(c) may be adjusted as deemed necessary by Buyer and the Lender.

\$ 10,000.00 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.

(b) Buyer will pay Seller an additional \$1,690,000 at Settlement.

(c) Buyer will pay the Evans Family Trust \$600,000.00 a at settlement which shall constitute part of the purchase price for the Property.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. The parties shall mutually agree on a title company to handle the closing and title insurance.

Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or 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 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) NONE _____
The provisions of this Section 3.3 shall survive Closing.

3.4 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Buyer shall pay the fee(s) charged by the escrow/closing office for its services in the settlement/closing process, including the cost of title insurance. Tenant deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, , unless provided otherwise agreed to in writing by the parties. Buyer shall pay the cost of delinquent tax liens, current property taxes and late fees for the Property. The provisions of this Section 3.4 shall survive Closing.

3.5 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.5 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; Hours after Closing; Calendar Days after Closing. After Closing, however, despite the foregoing, the Sellers D. Calvin Richardson and C. Bruce Richardson may remain in possession of the of the 1.42 acre parcel (known by parcel id no. 28-11-4276-038) under a mutually agreeable lease, for the life of Cal Richardson, the annual rent of which shall be Ten Dollars per year, to be signed by Buyer and Sellers D. Calvin Richardson and C. Bruce Richardson, or if any of them lacks capacity to sign, by an attorney-in-fact, and delivered to escrow under Section 3.1 above, provided that C. Bruce Richardson shall reside in the Cal Richardson home on the Property and nowhere else on the Property. Seller shall be responsible for all utilities, repairs, and other expenses arising from Sellers' possession of the home on the 1.42 acre parcel. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. Seller agrees to deliver the Property to Buyer in as-is condition. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent _____, represents Seller both Buyer and Seller as a Limited Agent;

Seller's Brokerage _____, represents Seller both Buyer and Seller as a Limited Agent;

Buyer's Agent _____, NONE represents Buyer both Buyer and Seller as a Limited Agent;

Buyer's Brokerage NONE _____, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed free of deed or use restrictions unless specifically agreed to in writing by Buyer (other than those imposed by zoning ordinances). Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing

leases, rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("*Standard Coverage Owner's Policy*") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a Commitment for Title Insurance as referenced in Section 6;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.4;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (h) Other (specify) written notice of any unwritten leases, any easements, claims of adverse possession, boundary-by-acquiescence issues, zoning or building code violations, threats or notices of lawsuits, or claims arising out of or affecting the Property. _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "**Due Diligence Condition.**" If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as, but not limited to: the physical condition of the Property; the existence of any hazardous substances, underground storage tanks, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "**Appraisal Condition.**" If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.5 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ _____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. 1
 Seller Financing Addendum FHA/VA Loan Addendum Lead-Based Paint Disclosure & Acknowledgement (in some transactions this disclosure is required by law) Other (specify) _____

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan WILL WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by Buyer Seller and shall be issued by a company selected by Buyer Seller. The cost of the Home Warranty Plan shall not exceed \$ N.A. _____ and shall be paid for at Settlement by Buyer Seller.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.

11.1 Walk-Through Inspection. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial or other encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), 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 REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: **SHALL** **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing. The Buyer and Seller do not intend to use arbitration to resolve any disputes.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller's sole remedy shall be to cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

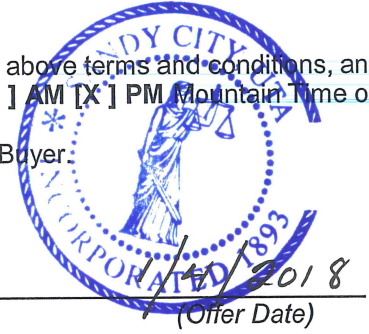
22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:


Seller Disclosure Deadline	January 10, 2018
Due Diligence Deadline	January 27, 2018
Financing & Appraisal Deadline	NA
Settlement Deadline	January 28, 2018

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions, and also subject to the attached Addendum No. 1. If Seller does not accept this offer by: 3:00 AM PM Mountain Time on **Friday, January 5, 2018** (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.



BUYER: SANDY CITY

 Mayor Kurt Bradburn

ATTEST:

 City Recorder 1/4/2018
(Offer Date)

 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above, and in the attached Addendum No.
- COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 1
- REJECTION:** Seller rejects the foregoing offer.

SELLER:

 D. Calvin Richardson **Date:** _____

STATE OF UTAH)
 : ss
 County of Salt Lake)

On the _____ day of _____, 2018, personally appeared before me, D. Calvin Richardson, the signer of the foregoing instrument, who (check one)
 is is not personally known to me,
 whose identity I verified on the basis of _____,
 whose identity I verified on the oath/affirmation of _____, a credible witness, to be the signer of the foregoing document,
 who duly acknowledged to me that (check one) he she executed the same.

 NOTARY PUBLIC, Residing in _____
 My commission Expires: _____

SELLER:

_____ Date: _____
C. Bruce Richardson

STATE OF UTAH)
 : ss
County of Salt Lake)

On the _____ day of _____, 2018, personally appeared before me, C. Bruce Richardson, the signer of the foregoing instrument, who (*check one*)
 is is not personally known to me,
 whose identity I verified on the basis of _____,
 whose identity I verified on the oath/affirmation of _____, a credible witness, to be the signer of the foregoing document,
who duly acknowledged to me that (*check one*) he she executed the same.

NOTARY PUBLIC, Residing in _____

My commission Expires: _____

THE ORDER OF TRANQUILITY

By: _____
Print name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
County of Salt Lake)

On the _____ day of _____, 2018 personally appeared before me (*names of signers*) _____ and _____, who, being by me duly sworn on oath did say that they are authorized to represent and bind The Order of Tranquility, each of whom
 is is not personally known to me,
 whose identity I verified on the basis of _____,
 whose identity I verified on the oath/affirmation of _____, a credible witness, to be the signer of the foregoing document,

who each duly acknowledged to me that he or she executed the same, and has authority to bind said Order of Tranquility by his or her signature to this Agreement, and that the foregoing instrument was signed in behalf of said entity.

NOTARY PUBLIC, Residing in _____

My commission Expires:

THE EVANS FAMILY TRUST

Chad Evans, Trustee

Print Name: _____

WITNESS:

Print name: _____

ADDENDUM NO. 1 TO REAL ESTATE PURCHASE CONTRACT

This Addendum is entered into effective as of January ___, 2018 (the “Effective Date”), by and between **D CALVIN RICHARDSON, C. BRUCE RICHARDSON**, individuals, and **THE ORDER OF TRANQUILITY**, a registered Utah DBA for Rulon Frederick Deyoung (collectively, “Seller”), **THE EVANS FAMILY TRUST**, and **SANDY CITY**, a Utah municipal corporation (“Buyer”).

1. This Addendum amends, and shall be considered an integral part of, the Real Estate Purchase Contract dated on or about the same date as the Effective Date, between the Buyer and Seller (the “REPC”), relating to the real property known by common address of approximately 3400 E 9900 S, Sandy, Utah (the “Property” as further defined in the REPC). If any of the terms of this Addendum modify or conflict with any provisions of the REPC, the terms in this Addendum shall control. All other terms of the REPC not modified by this Addendum shall remain the same.

2. Buyer’s obligation to close on the purchase of the Property is conditional on (in addition to any other conditions set forth in the REPC) the occurrence of each of the following (each a “Buyer’s Closing Condition”):

- a. The Sandy City Council adopting a resolution, in the Council’s sole and absolute discretion and subject to all applicable laws and ordinances, ratifying the Buyer’s decision to purchase the Property;
- b. Salt Lake County contributing \$1,000,000.00 (One Million Dollars) to the Buyer for the sole and express purpose of the funds to be used towards the Purchase Price of the Property;
- c. Seller has caused to be cleared from title all monetary easements, liens and encumbrances, and all deed restrictions, in addition to any other matters referenced in the Commitment for Title Insurance and objected to by Buyer, in writing to Seller, on or before the Due Diligence Deadline, and the title company selected by the parties will issue a standard coverage ALTA buyer’s title policy in the name of Buyer insuring Buyer as the sole fee simple owner of the Property subject only to the permitted exceptions;
- d. The property shall only be used for non-commercial public outdoor recreation and learning such as picnics, hiking etc., and/or museums, underground water facilities, and may not be sold and/or assigned to a non-public entity. It may not be used for parking for those desiring to use other private and/or public facilities. This shall survive the REPC including this addendum.
- e. Seller and Buyer acknowledge and agree that the only interest the Evans Family Trust has in the Property is that of reverter over part of the Property. The sole purpose of the Evans Family Trust in being a party is to convey or release its interest in the Property to Buyer, thereby terminating the possibility of reverter. Accordingly, the only obligation the Evans Family Trust has under the REPC is to

convey or release whatever interest it has in the Property to the Buyer at Closing. Seller and Buyer acknowledge and agree that the Evans Family Trust is not obligated as a "Seller" under the REPC and shall have no liability to any party for the failure of Seller or Buyer to perform their obligations under the REPC.

- f. Seller shall have nine (9) months to remove any non-natural personal items on the property and do so in a reasonable fashion to limit disturbances.

The parties agree to the terms of a lease of the of the 1.42-acre parcel (known by parcel id no. 28-11-4276-038) for the life of Cal Richardson, the annual rent of which shall be Ten Dollars per year, to be signed by Buyer and Sellers D. Calvin Richardson and C. Bruce Richardson, or if either of them lacks capacity to sign, by an attorney—in-fact, and delivered to escrow under Section 3.1 above, provided that. C. Bruce Richardson shall live in the Cal Richardson home on the Property and nowhere else on the Property.

If any of the Buyer's Closing Conditions has not occurred by the Settlement Deadline, then Buyer will have the option, in Buyer's sole discretion, to either waive the applicable Buyer's Closing Condition(s) and proceed to Settlement, or to terminate the REPC and promptly receive a full refund of the Earnest Money Deposit.

[End of Terms – Signature Pages Follow]

This ADDENDUM NO 1 is EXECUTED AND AGREED TO as of the Effective Date written above by:

SELLER:

_____ Date: _____
D. Calvin Richardson

STATE OF UTAH)
: ss
County of Salt Lake)

On the ____ day of _____, 2018, personally appeared before me, D. Calvin Richardson, the signer of the foregoing instrument, who (*check one*)
 is is not personally known to me,
 whose identity I verified on the basis of _____,
 whose identity I verified on the oath/affirmation of _____, a credible witness, to be the signer of the foregoing document,
who duly acknowledged to me that (*check one*) he she executed the same.

NOTARY PUBLIC, Residing in

My commission Expires:

SELLER:

_____ Date: _____
C. Bruce Richardson

STATE OF UTAH)
: ss
County of Salt Lake)

On the ____ day of _____, 2018, personally appeared before me, C. Bruce Richardson, the signer of the foregoing instrument, who (*check one*)
 is is not personally known to me,
 whose identity I verified on the basis of _____,
 whose identity I verified on the oath/affirmation of _____, a credible witness, to be the signer of the foregoing document,
who duly acknowledged to me that (*check one*) he she executed the same.

NOTARY PUBLIC, Residing in

My commission Expires:

THE ORDER OF TRANQUILITY

By: _____

Print name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
County of Salt Lake)

On the _____ day of _____, 20____, personally appeared before me (*names of signers*) _____ and _____, who, being by me duly sworn on oath did say that they are authorized representatives of the said entity, each of whom

- is personally known to me,
- whose identity I verified on the basis of _____,
- whose identity I verified on the oath/affirmation of _____, a credible witness, to be the signer of the foregoing document,

who each duly acknowledged to me that he or she executed the same, and has authority to bind said entity by his signature to this Agreement, and that the foregoing instrument was signed in behalf of said entity.

NOTARY PUBLIC, Residing in

My Commission Expires:

THE EVANS FAMILY TRUST

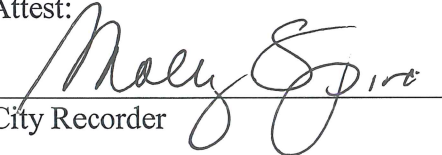
Chad Evans, Trustee

BUYER: SANDY CITY



Mayor Kurt Bradburn



Attest:


City Recorder

