

**PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY  
BETWEEN STEVEN RASMUSSEN AND TOOELE COUNTY**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made as of this 27th day of September 2016 (the "Effective Date"), by and between **STEVEN RASMUSSEN**, whose address is 837 West 740 South, Tooele, Utah 84074 (hereinafter "Buyer"), and **TOOELE COUNTY**, a body politic and corporate of the State of Utah, 47 South Main, Tooele, Utah 84074 (hereinafter "Seller").

**WHEREAS**, this Agreement is entered into for the purpose of reducing to writing certain agreements of the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and representations made hereunder, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **PURCHASE:** Seller hereby agrees to sell and Buyer hereby agrees to purchase certain real property located in Tooele County, State of Utah, particularly described as:

LOT 30B, WESTLAND COVE SUBDIVISION AMENDED PHASE 1,  
A SUBDIVISION OF TOOELE CITY (OUT OF 2-11-37).  
TAX ID # 11-095-0-0035

(the "Property").

2. **CONSIDERATION:** The purchase price of the Property shall be the sum of One Thousand Dollars (\$1,000.00), due and payable upon execution and delivery of this Agreement to Seller.

3. **WARRANTIES:** Seller shall convey its interest to Buyer by a Quitclaim Deed, substantially in the form attached hereto as Exhibit A (the "Deed").

4. **RECORDING OF DEED:** The parties acknowledge and agree that the transaction contemplated by this Agreement must be presented to the Tooele County Commission (the "Commission") for approval. Within one (1) week following the Commission's approval of this Agreement, Seller shall execute the Deed and record the Deed with the Tooele County Recorder's Office, effectively conveying title to the Property to Buyer. Seller shall immediately thereafter deliver the recorded deed to Buyer via certified US mail or personal delivery.

5. **PRORATIONS:** Real property taxes for the Property shall be pro-rated as of the date the Deed is recorded.

6. **DEFAULT:**

a. Definition. Neither party shall be deemed to be in default under this Agreement except upon the expiration of thirty (30) days from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations under this Agreement, and then only if such party prior to expiration of said thirty (30) day period has failed to rectify the particulars specified in said notice of default.

b. Remedies. In the event of a default hereunder, the non-defaulting party may, at its option:

(1) Seek specified performance of this Agreement, and, in addition, recover all damages incurred by the non-defaulting party.

(2) Pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting party.

7. **MISCELLANEOUS:**

a. Successors. This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

b. Attorney's Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the losing party in any such action or proceeding shall pay the prevailing party in any such action or proceeding its reasonable attorney's fees, including its attorney's fees on any appeal.

c. Captions and Headings. The captions and headings in this agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

d. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

e. Joint and Several Obligations. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

*[Remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the Effective Date.

**SELLER, TOOELE COUNTY**

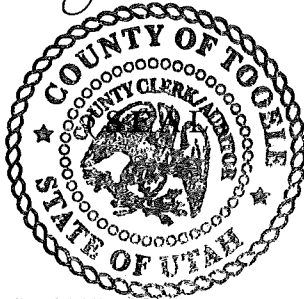
**BUYER**

Waide B. Bitner  
WAIDE B. BITNER, Chairman

Steven Rasmussen  
STEVEN RASMUSSEN

**ATTEST:**

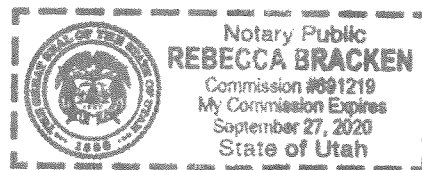
Marilyn K. Gillette  
MARILYN K. GILLETTE, Clerk/Auditor



STATE OF UTAH            )  
  :SS.  
COUNTY OF TOOELE    )

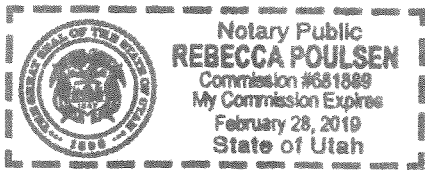
On the 24 day of October, 2016, before me, the undersigned notary, personally appeared WAIDE B. BITNER and MARILYN K. GILLETTE, who being duly sworn, did say, each for him/herself, that he, WAIDE B. BITNER, is the Chairman of the Tooele County Commission, and she, MARILYN K. GILLETTE, is the Clerk/Auditor of Tooele County, and that the within and foregoing instrument was signed on behalf of said Tooele County by authority of its Board of Commissioners.

Rebecca Bracken  
NOTARY PUBLIC



STATE OF UTAH            )  
                                      :SS.  
COUNTY OF TOOELE    )

On the 27<sup>th</sup> day of September, 2016, before me, the undersigned notary, personally appeared STEVEN RASMUSSEN, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Rebecca Poulsen  
NOTARY PUBLIC

**EXHIBIT A**

**Quitclaim Deed**

WHEN RECORDED, DELIVER TO:  
Steven Rasmussen  
837 West 740 South  
Tooele, UT 84074

**QUITCLAIM DEED**

**TOOELE COUNTY**, a political subdivision of the State of Utah, GRANTOR, of 47 South Main, Tooele, Utah 84074, in consideration for the payment of \$10.00 and other good and valuable consideration, hereby quitclaims to **STEVEN RASMUSSEN**, GRANTEE, of 837 West 740 South, Tooele, Utah 84074, the following described tract of real property situated in Tooele County, Utah, to wit:

LOT 30B, WESTLAND COVE SUBDIVISION AMENDED PHASE 1, A  
SUBDIVISION OF TOOELE CITY (OUT OF 2-11-37). Tax ID # 11-095-0-0035

WITNESS the hand of Wade B. Bitner, County Commission Chairman and authorized representative of said Grantor, this 24 day of OCTOBER, 2016.

Attest:

\_\_\_\_\_  
Marilyn K. Gillette, Clerk/Auditor

Wade B. Bitner  
\_\_\_\_\_  
Wade B. Bitner, Commission Chairman

STATE OF UTAH            )  
                                  :ss.  
COUNTY OF TOOELE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 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