

**PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY
BETWEEN HOGAN BROTHERS, INC. AND TOOELE COUNTY**

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made as of this 17th day of August 2018, by and between **HOGAN BROTHERS, INC.**, P.O. Box 41, South Rim, Utah 84071 (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:

BEG 1066 FT N & 330 FT W OF SE COR SEC 32, T4S, R5W, SLB&M, S 117 FT, W 211 FT, N 117 FT, E 211 FT TO BEG, CONT .5667 AC 0.57 AC
TAX ID # 06-023-0-0007

(the “Property”).

2. **CONSIDERATION:** The purchase price of the property shall be the sum of Five Thousand Dollars (\$5,000.00), 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

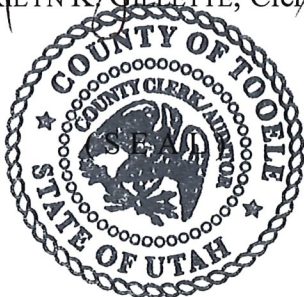
IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the Effective Date.

SELLER – TOOELE COUNTY

Waide B. Bitner
WAIDE B. BITNER, Chairman

ATTEST:

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



STATE OF UTAH)
 :SS.
COUNTY OF TOOELE)

On the 17th day of August, 2018, 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.



Michelle L. Pruden
NOTARY PUBLIC

BUYER – HOGAN BROTHERS, INC.

Joyce R. Hogan

JOYCE R. HOGAN

STATE OF UTAH)
 :SS.
COUNTY OF TOOELE)

On the 9th day of Aug., 2018, before me, the undersigned notary, personally appeared JOYCE R. HOGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on this document, on behalf of Hogan Brothers, Inc., and acknowledged to me that she signed it voluntarily for its stated purpose.

Holly L. Gibson

NOTARY PUBLIC



EXHIBIT A

Quitclaim Deed

WHEN RECORDED, DELIVER TO:
Hogan Brothers, Inc.
P.O. Box 41
South Rim, UT 84071

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 **HOGAN BROTHERS, INC.**, GRANTEE, of P.O. Box 41, South Rim, Utah 84071, the following described tract of real property situated in Tooele County, Utah, to wit:

BEG 1066 FT N & 330 FT W OF SE COR SEC 32, T4S, R5W, SLB&M, S 117 FT, W 211 FT, N 117 FT, E 211 FT TO BEG, CONT .5667 AC 0.57 AC
Tax ID # 06-023-0-0007

WITNESS the hand of Wade B. Bitner, County Commission Chairman and authorized representative of said Grantor, this 7th day of August 2018.

Attest:

Marilyn K. Gillette
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 7th day of August 2018, by Wade B. Bitner and Marilyn K. Gillette, the County Commission Chair and the County Clerk/Auditor, respectively, of Tooele County, Utah.



Michelle L. Pruden
Notary Public

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Hogan Brothers, Inc.
P.O. Box 41
South Rim, UT 84071

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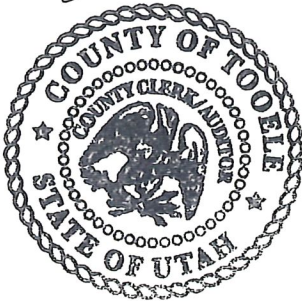
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Tax ID # 06-023-0-0007

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Marilyn K. Gillette, Clerk/Auditor


Wade B. Bitner, Commission Chairman



STATE OF UTAH)
 :SS.
COUNTY OF TOOELE)

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Michelle L. Pruden
Notary Public