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**Purchase and Sell Agreement between**
**John G White and Ellen F White as Seller**
**City of Ivins as Buyer**
**Date of presentation:**

1. PROPERTY: **A portion of Parcel # I-6-2-8-4430, in Ivins, Washington County, UT.** also described as: Legal descriptions attached.

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.

2. PURCHASE PRICE. The Purchase Price for the Property is **$596,300** per appraisal

Purchase shall be funded all cash and paid in full at the time of closing.

3. SETTLEMENT AND CLOSING. Settlement shall take place no later than the Settlement Deadline referenced in Section 14(b), 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 this contract, 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 to Seller under these documents have been delivered by Buyer to the escrow/closing office, in the form of cash, wire transfer, cashier’s check, or other form acceptable to the escrow/closing office.

4. Prorations. All prorations, including, but not limited to, property taxes for the current year, shall be made as of the Settlement Deadline referenced in Section 14(b), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement.

5. Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. 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, tax liens and warrants. The provisions of this Section shall survive Closing.

For purposes of the REPC, “Closing” means that: (a) Settlement has been completed; (b) the proceeds of any new loan or cash funds have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have

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been recorded in the office of the county recorder. The actions described in the previous paragraph (b) and (c) shall be completed within four calendar days after Settlement.

6. POSSESSION. Seller shall deliver physical possession of the Property to Buyer Upon Closing.

7. TITLE. 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. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller, and as reviewed and approved by Buyer.

8. 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 most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

9. AS-IS CONDITION OF PROPERTY. 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 period, 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.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 encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

11. 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.

12. 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.

13 A. ADDITIONAL TERMS. Included in this Purchase and Sell agreement are up to 55,000 cubic yards of fill dirt. Seller may unilaterally decide not to use the agreed upon fill if the cost to

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transport and revegetate is not fiscally advantageous. At such point, seller will notify the buyer in writing of the forfeiture of this term.

Ivins City will provide access to the seller the following sources of fill with the following estimates of availability:

a. Red Mountain Dam #1: 15,000 to 20,000 cubic yards
b. Red Mountain Dam #3: 5,000 to 10,000 cubic yards
c. Red Mountain Dam #4: 5,000 to 10,000 cubic yards
d. Red Mountain Dam #6: 30,000 cubic yards plus
e. Future Detention Basin at 200 North Kwavasa Drive: 3,000 cubic yards

The City provides no guarantees in terms of the quantity and quality of this material. These sources are available to the seller with the following limitations and requirements:

a. All sources:

i. Excavation slopes shall be limited to a ratio of 3 units horizontal to 1 unit vertical (3:1) unless specifically directed otherwise.
ii. A desert seed mix as specified by the City shall be broadcast at the rates specified by the city after completion of the work.
iii. In areas where a definitive dry wash discharges into the excavated area, rock armoring shall be installed with material that color matches terrain. The rock shall be placed as specified by the City up to 18-inches thick on the largest of the washes with rock with an average rock size diameter of 9-inches.
iv. Hours of operation must be restricted to 7:00 am to 7:00 pm.
v. The contractor is required to control against the migration of fugitive dust and storm water pollution with any and all controls necessary to meet federal, state, and City regulations.

b. Dam #6 is located in Snow Canyon State Park as well as the fenced area of the federally protected Red Cliffs Desert Reserve. Thus, it is subject to special requirements:

i. Disturbance shall be limited to 4.55 acres in accordance with maps provided by Ivins City. The City will stake the limits of disturbance and the seller's contractor shall not disturb any areas outside of the staked area.
ii. The seller's contractor shall have all employees that enter the reserve attend a 1 hour training facilitated by reserve staff.
iii. The project is subject to special rules as they apply to the tortoise inactive season which starts on December 1 st and ends on February 15 th . The closure of the inactive season may extend beyond February 15 th when there are cooler temperatures and the Reserve determines that tortoises are not at risk of becoming active, but it should be anticipated that it will end on February 15 th .

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iv. It is preferable that all work be completed in the inactive season however, if some work
is necessary, it is possible to install reserve approved tortoise fencing around the areas of work and continue to work. Another option that could be available to continue work is to hire a tortoise monitor to keep watch for signs of tortoises as the work continues depending on the stipulations by the reserve or the State Park.
v. When the contractor prepares an area for excavation by clearing vegetation, it shall also scrape 6-inches of topsoil and stockpile the soil at a location within the staked disturbance areas. The topsoil shall be re-spread on the disturbed area upon completion. Large branches shall be removed from the topsoil pile, but otherwise organic material shall remain.
vi. There is a 12-wide access roadway. The contractor shall not widen the roadway except in areas cleared for the excavation.
vii. The seller's contractor shall provide a map that shows where the roadway is planned to be widened for passing vehicles, where equipment will be staged, and where topsoil stockpiles are needed which shall be provided to the Reserve and the State Park.
viii. The City has identified 10 pods of sediment that may be removed from Dam #6. The contractor shall prioritize the far east side of the basin and shall be confident that it can remove all this material before it disturbs a new pod working east to west.

13 B. FUNDING.This transaction must be funded by the COG. In the event that there are no funds available for this purchase, or if a commitment to fund cannot be made by 30 April 2024, the seller shall have the sole option to extend until funding is available or cancel this contract.

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

(a) Due Diligence Deadline Buyer to select date_____

(b) Settlement Deadline, Buyer to select date_____

15. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Buyer does not accept this offer by 5:00 PM Mountain Time on **28 February 2024**, this offer shall be voidable by seller.

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John G White date

Ellen F White dotloop verified 01/12/24 12:58 PM PST TTKI-IQOK-IWLD-8XJC

Ellen F White date

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By signing below, the representative(s) of Ivins City agree to the terms of this agreement:

| | |
|---|---|
| _____ | _____ |
| Rep date | Rep date |
| _____ | _____ |
| Printed Name and Title date | Printed Name and Title date |

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