

## AGREEMENT TO PURCHASE REAL ESTATE

This Agreement is entered into this 31<sup>st</sup> day of May 2012 between The City of South Jordan, a Utah Municipal Corporation, ("Purchaser"), and Ron Thorne Construction, Inc., a Utah corporation ("Seller").

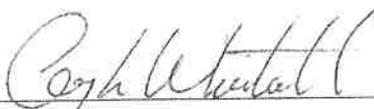
Purchaser hereby agrees to purchase from Seller a two acre retention basin, specifically referred to as Lot A, Sunstone Village No. 1 Subdivision, Parcel Identification no. 26-23-482-010 upon the following terms and conditions:

1. **Purchase Price.** The purchase price shall be Sixteen Thousand Five Hundred Dollars (\$16,500) to be paid by Purchaser to Seller in a lump sum payment within thirty (30) days after this agreement is executed.
2. **Real Estate Taxes.** Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all outstanding taxes allocated to the property through the date of this agreement to purchase.
3. **Title to the Property.** Seller shall convey title to Purchaser at or before the time of closing by a good and sufficient special warranty deed free and clear of all liens and encumbrances.
4. **Possession of the Property:** Purchaser shall be given possession of the property on or before the date this contract is executed. A failure on the part of Seller to transfer possession as specified will not make Seller a tenant of Purchaser, but in such event Seller shall pay to Purchaser damages for breach of contract and not as rent. All other remedies, which Purchaser may have under law, are reserved to Purchaser.
5. **Closing.** Closing of the sale shall take place at the time this contract is executed.
6. **Risk of Loss.** The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be void at Purchaser's option.
7. **Improvements and Fixtures Included.** This offer to purchase includes all improvements, infrastructure, buildings and fixtures presently on the real estate.
8. **Entire Agreement.** It is expressly agreed that this agreement to purchase real estate constitutes the entire agreement of Purchaser and Seller and shall be binding upon the heirs, personal representatives, successors and assigns of both.
9. **Severability.** If any clause of this Agreement is held unenforceable by any court of competent jurisdiction, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.

10. **Choice of Law.** This agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.

“Purchaser”  
City of South Jordan

“Seller”  
Ron Thorne Construction

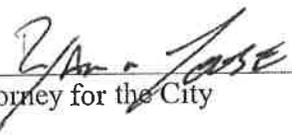
  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Gary L Whatecott, A.C.U.  
Printed Name, Title

Ronald H Thorne  
Printed Name, Title

Approved as to legal form:

  
\_\_\_\_\_  
Attorney for the City

WHEN RECORDED, MAIL TO:  
Grantee  
10996 South Rowland Road Dr  
South Jordan, Utah 84095

11395902  
05/23/2012 09:28 AM \$0.00  
Book - 10019 Pg - 5110  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH JORDAN  
1600 W TOWNE CENTER DR  
SOUTH JORDAN UT 84095-8265  
BY: DCD, DEPUTY - WI 1 P.

Special  
Warranty Deed

RON THORNE CONSTRUCTION, INC., a Utah corporation, organized and existing under the laws of the State of Utah, with its principal office at South Jordan, County of Salt Lake, State of Utah, GRANTOR, hereby conveys and warrants against all persons claiming by, through or under it but not otherwise to CITY OF SOUTH JORDAN GRANTEE, Of South Jordan County of Salt Lake, State of Utah for the sum of TEN AND NO/100 DOLLARS and other good and valuable considerations. DOLLARS, The following described tract of land in Salt Lake County, State of Utah:

LOT A, SUNSTONE VILLAGE NO. 1 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 26-23-482-010

Subject to current general taxes, easements, restrictions, rights of way and reservations of record.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed this day of May, 2012.

Ron Thorne Construction, Inc., a Utah corporation

By: Ronald H. Thorne  
Ronald H. Thorne, President

STATE OF UTAH  
ss.  
COUNTY OF SALT LAKE

On the 22 th day of May, 2012, personally appeared before me Ronald H. Thorne who being by me duly sworn, did say, that he, the said Ronald H. Thorne is the President of Ron Thorne Construction, Inc., a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Ronald H. Thorne duly acknowledged to me that said corporation executed the same.

Shane P. Lamb  
Notary Public



My Commission Expires: 6-22-13  
Residing at: SPRINGVILLE, UT

Redemption Certificate Receipt  
Receipt for Payment in Full of  
Delinquent Taxes

Treasurer of Salt Lake County, Utah  
PO BOX 144575  
SLC UT 84114-4575

Received of:

CHECK #0860119062

RON THORNE CONSTRUCTION INC  
2389 W BONANZA CT  
SOUTH JORDAN UT 84095-8963-89

Paid by RON THORNE CONSTRUCTION INC the sum of  
TWO THOUSAND FIVE HUNDRED TWENTY FIVE.....dollars 09 cents  
(\$\*\*\*\*2,525.09) paid to redeem delinquent taxes on the following property described as:

Prop Location: 5620 W 11800 S  
Legal Desc: LOT A, SUNSTONE VILLAGE # 1 SUB.

Yr./Parcel # 07/26-23-482-010-0000  
Type 202 GENERAL PROPERTY

Payment applied as follows:

Payoff Date: May 24, 2012

YR	TD	Taxes	Penalty	Fee	Rate	Interest Period	Interest	Subtotal
07	38	398.94	10.00		.1025	01012008-05232012	184.32	593.26
08	38	470.62	10.00		.0625	01012009-05232012	101.97	582.59
09	38	370.49			.0625	01242012-05232012	7.68	378.17
10	38				.0700	01242012-05232012		
11	38	684.58	17.11		.0700	01012012-05232012	19.38	721.07
							Tax Sale Administrative Fee	250.00
							Total Payment	2,525.09

Payments applied as directed may not be transferred or refunded. Redemption of property will not effect change of ownership. Payments by other than cash or certified funds and receipts or redemption certificates based thereon are conditional pending final collection of funds.

Receipt not valid without register validation here.

Mail Statement to:

RON THORNE CONSTRUCTION INC  
2389 W BONANZA CT  
SOUTH JORDAN UT 84095896389

Letter # WI

Prepared by:BR

Date:05/23/2012

Authorized by:\_\_\_\_\_

Date:\_\_\_\_\_

PAID CAT: 0021-May Tax Sale  
REC: 50375697 TR:2 BA:5636  
CS: WID:Brande W9:TR-CASH01-  
5/23/2012 9:21 AM  
PARCEL:2623482010000000 NYR:2002  
PENALTY:0 PROTEST:N  
DELINQUENT TAX \$2,525.09  
Check \$2,525.09

