

**City of West Jordan  
Real Estate Purchase Contract**

*Advanced Acquisition – Corridor Preservation Funds*

<b>Project No:</b> N/A	<b>Parcel No(s):</b> N/A
<b>Job/Proj /Auth No:</b> N/A	<b>Pin No.</b> N/A <b>Tax ID:</b> 20-34-400-015 and 20-34-400-018
<b>Project Location:</b> 8600 South Street	
<b>County of Property:</b> Salt Lake	
<b>Property Address:</b> 8598 S 6400 W, West Jordan, Utah 84081	
<b>Owner / Grantor(s):</b> Bobbie Jo Glover	
<b>Owner's Address:</b> PO Box 711879, Salt Lake City, Utah 84171	
<b>Primary Phone:</b> (801) 558-1600	<b>Owner's Home Phone:</b> N/A <b>Owner's Work Phone:</b> N/A

This Real Estate Purchase Contract (the "Contract"), dated the 3<sup>RD</sup> day of JULY, 2023, is by and between BOBBIE JO GLOVER (hereinafter referred to as "Grantor"), who has a mailing address of PO Box 711879, Salt Lake City, Utah 84171, and the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "City"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088.

**RECITALS**

A. Grantor owns two parcels of real property in the City of West Jordan, Salt Lake County, State of Utah, located at approximately 8598 South 6400 West, West Jordan, Utah 84081, which can be found under Salt Lake County Tax Parcel Numbers 20-34-400-015 and 20-34-400-018, and which contains approximately 4.77 acres, which is more particularly described in Exhibit 'A' (the "Property").

B. City has determined that acquiring the Property is necessary in order to construct 8600 South Street in accordance with its Master Planned Road system.

C. Grantor has determined that the Property is surplus to her needs and is voluntarily willing to sell said Property.

D. The fair market value (the "FMV") of the Property was determined by Eric Leonhardt of Integra Realty Resources, who is a Utah certified real estate appraiser chosen by City at City's sole cost and expense, and both Grantor and City have agreed to use Mr. Leonhardt's appraisal report as the valuation basis for this transaction.

E. Grantor and City (each a "Party," and collectively the "Parties") have agreed to proceed with this Contract pursuant to the terms and conditions set forth herein.

**AGREEMENT**

1. Incorporation of Recitals. The foregoing Recitals and all Exhibits referenced herein are hereby incorporated into this Contract and are made a part hereof.

2. Purchase Price: City agrees to pay Grantor the total sum of EIGHT HUNDRED FORTY-SEVEN THOUSAND and 00/100 DOLLARS (\$847,000.00), exclusive of closing, inspection and other related costs and fees, subject to the terms and conditions set forth below, in exchange for Grantor conveying the Property to City (the "Purchase Price").

3. No Personal Property. The Parties acknowledge that no personal property is being acquired and that no personal property is located on the Property.

4. Risk of Loss for Damage to Improvements. Grantor shall be responsible for any risk of loss to the Property prior to closing.

5. Deed. Grantor shall cause title to the Property to be transferred to City by Special Warranty Deed in a form and format substantially similar to that which is attached hereto as Exhibit 'B'. Grantor shall transfer title to City free and clear of all liens and financial encumbrances, subject only to the following: a) those matters set forth on Schedule B, Part II of the preliminary title commitment attached hereto as Exhibit 'C', except as otherwise specifically set forth herein; and b) those matters identifiable by viewing the Property or an accurate survey thereof, including but not limited to unrecorded easements, rights-of-ways and property lines.

6. Closing Costs and Prorations. The Purchase Price shall be due in full at closing, and the date of closing shall be used for proration of all property taxes due and owing or accruing on the Property. At closing, Grantor shall pay for and cause to be issued to City the most current version of an ALTA standard owner's policy of title insurance to cover the Property in the amount of the Purchase Price, and Grantor and City shall each pay one half of the fees charged by the escrow company to close this transaction. The escrow company is authorized and directed to withhold from Grantor's proceeds at closing, sufficient funds to pay off all mortgages, trust deeds, judgments, mechanic's liens, tax liens, warrants, and any other monetary encumbrances that may attach to the Property as of the closing. City shall pay the recording fees associated with filing the Special Warranty Deed in the office of the Salt Lake County Recorder.

7. Other Documents. This transaction must comply with state and federal property acquisition guidelines; therefore, Grantor and City shall voluntarily execute documents substantially similar to the "Voluntary Acquisition" form attached hereto as Exhibit 'D'. Grantor and City shall also voluntarily execute any other document necessary to close this transaction.

8. Possession and Closing Date. Grantor shall provide possession of the Property to City on the date of closing. Grantor shall leave the Property in the same condition as it existed when the Contract was signed; no work or alteration will be done to the Property other than what may be provided for in this Contract, provided, however, that Grantor agrees to maintain the Property until the date of Closing. Closing shall be on or before Thursday, August 31, 2023; provided, however, that the Parties may extend the date of closing to a mutually agreeable date if necessary.

9. Inspection Rights. City has had full opportunity to inspect and investigate the Property to its satisfaction. City is fully satisfied with the condition of the Property and has agreed to accept the Property in its present condition, "as-is", subject to the provisions of this Contract. Grantor makes no representation or warranties as to the condition of the Property or its suitability for City's intended use, except representations specifically set forth herein.

10. Voluntary Conveyance. Grantor acknowledges that the Property is being conveyed to City voluntarily and that there is not a current threat of condemnation proceedings, and since this is a voluntary transaction, Grantor waives any rights it might otherwise have to a "right of first refusal" on any surplus property not used for the future 8600 South Street construction project or other transportation projects.

11. Broker's Commission. The City has not used a broker or finder for this transaction; therefore, no commissions are due from the City. If the Seller has used a broker or finder for this transaction, the Seller shall be solely responsible for any commissions that may be due and owing to said broker or finder.

12. 1031 Exchange. City shall cooperate with Grantor in effecting an exchange under The Internal Revenue Code Section 1031; provided, however, that City's cooperation shall be conditioned on the following: (a) the exchange will be at no additional liability or cost to City; (b) the exchange will not delay Settlement or Closing; and (c) Grantor shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. Grantor shall indemnify, defend and hold City harmless from and against any and all claims, demands, costs, and expenses which Grantor may sustain or incur resulting from the attempt of Grantor to consummate the sale of the Property as a Section 1031 exchange.

13. Entire Agreement. This Contract sets forth the entire understanding of the Parties with respect to the matters set forth herein as of the date hereof, it supersedes all prior oral or written agreements of the Parties as to the matters set forth herein, and it cannot be altered or amended except pursuant to an instrument in writing, signed by the Parties.

14. Binding Effect. This Contract shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and any persons or entities claiming rights by, through or under them.

15. Advice of Counsel. The Parties confirm, represent and warrant that they (a) have carefully read this Contract, (b) understand the terms hereof, (c) have had the opportunity to seek the advice from legal counsel of their own choosing, (d) find it to be a fair and reasonable compromise of the disputed claims, defenses and issues, (e) are executing this Contract as a voluntary act, and (f) agree to be bound by and to faithfully execute the terms of the Contract. The Parties further confirm, represent and warrant that they are not under duress, and they acknowledge that to the extent they have waived any rights or defenses by entry into this Contract that such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

16. Attorney's Fees. If any Party shall seek to enforce or protect its rights under this Contract or under any document or instrument executed and delivered in connection herewith in any action, suit, mediation, arbitration case or other proceeding, the prevailing Party shall be entitled to receive from the other Party payment of its costs and expenses, including reasonable attorneys' fees incurred (whether such costs or fees are incurred before or after the commencement of the proceeding), including any and all appeals or petitions therefrom.

17. Controlling Law, Jurisdiction and Venue. This Contract shall be governed by the laws of the State of Utah. Venue shall be in Salt Lake County, Utah.

18. Authority. The individuals whose signatures appear below represent and warrant that they have full power and authority to enter into this Contract on behalf of the Parties for whom this Contract is executed, and no further act on behalf of any such Party shall be or is required to effectuate the terms hereof.

19. Effect of Contract. Nothing in this Contract shall be construed to relieve Grantor or City of any obligations imposed by federal, state or local laws, ordinances, regulations or standards.

20. Assignment. This Contract shall not be assigned by either Party.


21. Execution of Agreement. This Contract shall be valid only after it has been executed by Grantor and City's Mayor and City Recorder.

22. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees.

The bidder, offeror, or contractor represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in state ethics laws, including those codified at Sections 10-3-1301 et seq. and Sections 67-16-1 et seq., Utah Code Annotated; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in state ethics laws, including those codified at Sections 10-3-1301 et seq. and Sections 67-16-1 et seq., Utah Code Annotated.

**End of Section. Signatures Begin on Next Page.**

IN WITNESS WHEREOF, the parties have executed this Contract effective the date and year first above written.

  
Bobbie Jo Glover

CITY OF WEST JORDAN, UTAH

By: \_\_\_\_\_

Name: Dirk Burton

Title: Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tangee Sloan, City Recorder

Approved as to Legal Form  
West Jordan City Attorney

By: \_\_\_\_\_

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

## **Exhibit 'A'**

### **Parcel 1:**

Beginning at the Southeast corner of Section 34, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence North  $0^{\circ}35'55''$  West along the Easterly line of said Section 34, a distance of 758.96 feet, more or less, to the Southerly line of 6400 West Street as dedicated on The Oaks at Jordan Hills Villages – Phase 2-2, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence South  $89^{\circ}24'05''$  West along said Southerly line, a distance of 75.00 feet, more or less, to the Easterly line of The Oaks at Jordan Hills Villages Phase 9, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence South  $0^{\circ}35'55''$  East along the Easterly line of said Phase 9, a distance of 713.0 feet, more or less, to the Southeasterly corner thereof; thence North  $89^{\circ}51'27''$  West along the Southerly line of said Phase 9, a distance of 750.06 feet, more or less, to the Southwest corner thereof, said point also being the Southeast corner of The Oaks at Jordan Hills Villages Phase 10, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence North  $89^{\circ}51'27''$  West along the Southerly line of said Phase 10, a distance of 1054.13 feet, more or less, to the Southwest corner thereof; thence South  $0^{\circ}35'55''$  East 45.00 feet, more or less, to the Southerly line of said Section 34; thence South  $89^{\circ}52'$  East along said Section line, a distance of 1879.20 feet, more or less, to the point of beginning.

### **Parcel 2:**

Beginning at the South Quarter corner of Section 34, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, said point also being the Southeast corner of Bridgeport Subdivision, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence North  $0^{\circ}46'52''$  West along the Easterly line of said subdivision, a distance of 45.01 feet, more or less, to the Southwest corner of The Oaks at Jordan Hills Villages Phase 15, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence South  $89^{\circ}51'27''$  East along the Southerly line of said Phase 15, a distance of 679.59 feet, more or less, to the Southeast corner thereof; thence North  $0^{\circ}35'55''$  West along the Easterly line of said Phase 15, a distance of 397.87 feet, more or less, to the Southerly line of 6700 West Street as dedicated on The Oaks at Jordan Hills Villages – Phase 2-1, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence North  $89^{\circ}24'05''$  East along the Southerly line of said 6700 West Street, a distance of 90.00 feet, more or less, to the Westerly line of The Oaks at Jordan Hills Villages Phase 10, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence South  $0^{\circ}35'55''$  East along the Westerly line of said Phase 10, and the Westerly line of said subdivision extended Southerly, a distance of 444.02 feet, more or less, to the Southerly line of said Section 34; thence North  $89^{\circ}52'$  West along said Section line, a distance of 769.30 feet, more or less, to the point of beginning.



**Exhibit 'B'**

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City  
Attn: City Recorder  
8000 South Redwood Road  
West Jordan, Utah 84088

APN: 20-34-400-015  
20-34-400-018

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**SPECIAL WARRANTY DEED**

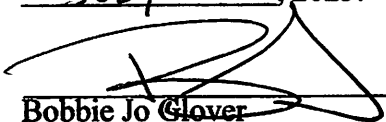
BOBBIE JO GLOVER (hereinafter referred to as "Grantor"), who has a mailing address of PO Box 711879, Salt Lake City, Utah 84171, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and warrant, against all claiming by through or under Grantor, but none other, to the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "Grantee"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088, the following parcels of real property located in Salt Lake County, State of Utah, more particularly described as follows, to wit:

[See Exhibit 'B-1' attached hereto and by this reference incorporated herein].

TO HAVE AND TO HOLD the described property, together with the tenements, hereditaments, and appurtenances belonging to the property to Grantee, Grantee's successors and assigns forever.


IN WITNESS WHEREOF, Grantor has executed this instrument this 3<sup>rd</sup> day of

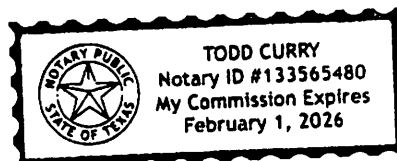
July, 2023.

  
Bobbie Jo Glover

STATE OF Texas )  
: SS.  
COUNTY OF Dallas )

On the 3<sup>rd</sup> day of July, 2023, personally appeared before me BOBBIE JO GLOVER, the signer of the foregoing instrument who duly acknowledged to me that she executed the same.

  
Notary Public  
Residing at Dallas, Texas  
My Commission Expires 2-1-2026



## **Exhibit 'B-1'**

### **Parcel 1:**

Beginning at the Southeast corner of Section 34, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence North  $0^{\circ}35'55''$  West along the Easterly line of said Section 34, a distance of 758.96 feet, more or less, to the Southerly line of 6400 West Street as dedicated on The Oaks at Jordan Hills Villages – Phase 2-2, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence South  $89^{\circ}24'05''$  West along said Southerly line, a distance of 75.00 feet, more or less, to the Easterly line of The Oaks at Jordan Hills Villages Phase 9, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence South  $0^{\circ}35'55''$  East along the Easterly line of said Phase 9, a distance of 713.0 feet, more or less, to the Southeasterly corner thereof; thence North  $89^{\circ}51'27''$  West along the Southerly line of said Phase 9, a distance of 750.06 feet, more or less, to the Southwest corner thereof, said point also being the Southeast corner of The Oaks at Jordan Hills Villages Phase 10, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence North  $89^{\circ}51'27''$  West along the Southerly line of said Phase 10, a distance of 1054.13 feet, more or less, to the Southwest corner thereof; thence South  $0^{\circ}35'55''$  East 45.00 feet, more or less, to the Southerly line of said Section 34; thence South  $89^{\circ}52'$  East along said Section line, a distance of 1879.20 feet, more or less, to the point of beginning.

### **Parcel 2:**

Beginning at the South Quarter corner of Section 34, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, said point also being the Southeast corner of Bridgeport Subdivision, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence North  $0^{\circ}46'52''$  West along the Easterly line of said subdivision, a distance of 45.01 feet, more or less, to the Southwest corner of The Oaks at Jordan Hills Villages Phase 15, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence South  $89^{\circ}51'27''$  East along the Southerly line of said Phase 15, a distance of 679.59 feet, more or less, to the Southeast corner thereof; thence North  $0^{\circ}35'55''$  West along the Easterly line of said Phase 15, a distance of 397.87 feet, more or less, to the Southerly line of 6700 West Street as dedicated on The Oaks at Jordan Hills Villages – Phase 2-1, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence North  $89^{\circ}24'05''$  East along the Southerly line of said 6700 West Street, a distance of 90.00 feet, more or less, to the Westerly line of The Oaks at Jordan Hills Villages Phase 10, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder; thence South  $0^{\circ}35'55''$  East along the Westerly line of said Phase 10, and the Westerly line of said subdivision extended Southerly, a distance of 444.02 feet, more or less, to the Southerly line of said Section 34; thence North  $89^{\circ}52'$  West along said Section line, a distance of 769.30 feet, more or less, to the point of beginning.



**Exhibit 'C'**  
**(Permitted Exceptions)**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Said property is located within the boundaries of South Salt Lake Valley Mosquito Abatement District, Jordan Valley Water Conservancy (Previously SL Co Water Conservancy), Central Utah Water Conservancy District (1) (3), Jordan School District, Salt Lake County, West Jordan City, and is subject to the charges and assessments levied thereunder.
9. Any right, title or interest in any minerals, mineral rights, or related matters, including, but not limited to, oil, gas, coal, and other hydrocarbons. Further, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.
10. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.
11. An easement, including the terms and conditions thereof, for the purposes shown below. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and rights of way and easements thereof.
12. Rights of tenants in possession.

**Exhibit 'D'**  
**(VOLUNTARY ACQUISITION)**

Project: 8600 South Corridor Preservation

Salt Lake County Tax Parcel Numbers: 20-34-400-015 and 20-34-400-018

Name: BOBBIE JO GLOVER

The City of West Jordan, Utah, is interested in voluntarily acquiring your property located at approximately 8598 South 6400 West, West Jordan, Utah 84081, for a Road Construction Project, which may be eligible for future funding assistance from the Federal Highway Administration.

The City of West Jordan will **not** pursue acquisition by eminent domain at this time in the event you are not interested in selling your property, or if we cannot reach a voluntary agreement for the purchase of your property.

The City of West Jordan is acquiring your property for transportation corridor preservation and your property is not a necessary part of a City funded transportation project at this time. Therefore, under corridor preservation guidelines, the City of West Jordan may only acquire your property if you are willing to voluntarily sell it, and the City of West Jordan is prohibited from using eminent domain to acquire your property (Utah Code Ann. Section 72-5-402(2)).

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants, who move as a result of a voluntary acquisition, are **not** eligible for relocation assistance. The property owner understands and acknowledges that if she waited for the funded project for this portion of the roadway, she would be eligible for relocation benefits pursuant to 49 CFR 24. However, by signing below the property owner understands and acknowledges that she is not entitled to any relocation benefits for the voluntary purchase of the property in advance of a funded project and freely choose to sell the property to the City of West Jordan before the project is funded by the City.

Date: 7/3/2023 By: \_\_\_\_\_

Signature of Bobbie Jo Glover