RESOLUTION NO. R-8 -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A REAL PROPERTY PURCHASE AND SALES AGREEMENT WITH THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS FOR WELL #9

PREAMBLE

WHEREAS, The City Council of Eagle Mountain City, Utah, finds it to be in the public interest to approve a Real Property Purchase and Sales Agreement with The Church of Jesus Christ of Latter-Day Saints for Well #9, as set forth in Exhibit A; and

WHEREAS, the City Council has determined that approval of the Agreement supports the City's infrastructure and public service needs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Real Property Purchase and Sales Agreement with The Church of Jesus Christ of Latter-Day Saints, attached hereto as Exhibit A, is hereby approved.

2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of March, 2026.

EAGLE MOUNTAIN CITY, UTAH

Jared Gray, Mayor

ATTEST:

Lacie A. Messerly
City Recorder

EAGLE MOUNTAIN 1996 CORPORATE SEAL

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of March, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☑ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☑ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☑ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☑ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☑ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Lacie A. Messerly
City Recorder

Exhibit A

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT is made this 3 day of March, 2026 (the "Effective Date"), by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Seller"), and **EAGLE MOUNTAIN CITY**, a municipal corporation and subdivision of the State of Utah ("Buyer").

RECITALS

A. Seller is the owner of approximately 1 acre of real property, more or less, located in Eagle Mountain City, Utah County, Utah, to be located within the area depicted on Exhibit A-1, attached hereto and incorporated herein by this reference (the "Real Property"). Buyer and Seller acknowledge and agree that the exact acreage, location, and legal description for the Real property will be determined by mutual agreement prior to Closing and that the purpose for the delay in identifying the exact specifications for the Real Property is to allow Seller to locate the Real Property in its future development in a manner and location to minimize the impact of the Real Property on its future development and to provide vehicular and pedestrian access to the Real Property. Notwithstanding the foregoing, Seller agrees to provide Buyer immediate access to the portion of the Real Property depicted on Exhibit A-2 (the "Well Site") to install, operate, maintain, and use a culinary water well (the "Water Well"), as more particularly described in Section 5.8 of this Agreement.

B. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Real Property, together with all rights, benefits, privileges and appurtenances pertaining thereto, upon the covenants, terms, conditions and provisions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:

1.1. Agreement – This Real Property Purchase and Sale Agreement, including all exhibits and schedules attached hereto.

1.2. Back-Up Offers – Bona fide offers from any parties other than Buyer to purchase all or a portion of the Property.

1.3. Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.

1.4. Buyer – Defined in the introductory paragraph of this Agreement.

1.5. Buyer Parties – Defined in Section 15.

1.6. Buyer Representatives –City Engineer, City Manager, Mayor, and City Council.

1.7. Buyer's Consultants – The attorneys, lenders, and consultants of Buyer that are specifically working with Buyer on the Purchase and Sale Transaction.

1.8. Buyer's Default – A default by Buyer in any of its agreements, covenants, representations, warranties or other obligations under this Agreement.

1.9. CAP Amount – Defined in Section 15.

1.10. Cash – United States currency represented by wire transfer or other readily available funds.

1.11. Casualty Loss Value – Loss in value to the Property because of damage or casualty to the Property occurring after the Effective Date and prior to the Closing.

1.12. Closing or Close of Escrow – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed in favor of Buyer.

1.13. Closing Date – The date which is on the date that is twelve (12) months following the Effective Date or such earlier date as the parties agree to in writing.

1.14. Current Knowledge – With respect to Seller shall mean the current, actual knowledge of the Seller Representatives, and with respect to Buyer shall mean the current, actual knowledge of the Buyer Representatives, without any duty to investigate.

1.15. Deed – A special warranty deed or its equivalent in the state where the Real Property is located in the form of Exhibit 1.15 attached hereto.

1.16. Deposit – The initial deposit in the amount of Forty Thousand and Eight Hundred and 00/100 Dollars ($40,800.00) in Cash, together with any and all interest accrued related thereto.

1.17. Effective Date – Defined in the introductory paragraph of this Agreement.

1.18. Escrow – The escrow created with Escrow Agent pursuant to this Agreement.

1.19. Escrow Agent – Fidelity National Title, 170 S. Main Street, Suite 1075, Salt Lake City, Utah 84101, Attn: Anna Irons, Phone: (801) 601-2934, Email: anna.irons@fnf.com.

1.20. Floor Amount – Defined in Section 15.

1.21. Gross Square Foot, Gross Square Feet, or Gross Square Footage – The total square feet within the exterior boundary of the Property, as defined by the Survey, without reduction for roadways, canals, ditches, easements, rights-of-way, encroachments, irrigation channels, railways, or other matters which may be revealed by the Survey.

1.22. Hazardous Materials – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the

Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) any and all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.23. Indemnitees – Seller's employees, officers, divisions, subsidiaries, partners, members and affiliated companies and its and their employees, officers, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns.

1.24. Independent Consideration – Defined in Section 3.1.2.

1.25. Inspection Materials – The materials set forth in Section 5.2.

1.26. Inspection Review – Right of Buyer to inspect the Property and to conduct, review and approve any investigations, tests, analyses, studies or other matters deemed necessary by Buyer to determine the condition and fitness of the Property and the feasibility and desirability of acquiring the Property, as more fully set forth in Section 5.

1.27. Inspection Review Period – The period of time from the Effective Date until 5:00 p.m., Mountain Standard Time, on the date which is sixty (60) days thereafter.

1.28. Internal Approvals – Defined in Section 5.7.

1.29. Notice of Termination – A written notice delivered from Buyer to Seller stating Buyer's intent to terminate this Agreement.

1.30. Opening of Escrow – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement and the Deposit.

1.31. Other Documents – Defined in Section 15.

1.32. Permitted Exceptions – All taxes and assessments against the Property which are not yet due and payable as of the Closing Date, all current zoning laws and restrictions relating to the Property, any patent claims, and all other matters affecting title to the Property contained in the Title Report or shown on the Survey that are deemed accepted by Buyer pursuant to the provisions of Section 6.2 of this Agreement.

1.33. Property – The Real Property, together with all easements, rights of way, and appurtenances running with or pertaining thereto. The Property shall **not** include (i) any water rights (except the right to connect to the water utility), or stock in water companies of any kind whatsoever, all of which shall be retained by Seller.

1.34. Purchase and Sale Transaction – The purchase of the Property by Buyer, and the sale of the Property by Seller, all as contemplated by this Agreement.

1.35. Purchase Price – Cash in an amount equal to $64,000.00 (Sixty Four Thousand Dollars) multiplied by the final Gross Square Footage of the Real Property determined by the mutual agreement of the parties based on the Survey, as more fully set forth in Section 3.1.

1.36. Real Property – Defined in Recital A.

1.37. Seller – Defined in the introductory paragraph of this Agreement.

1.38. Seller Parties – Defined in Section 15.

1.39. Seller Representatives – Aaron Weight.

1.40. Seller's Default – A default by Seller in any of its agreements, covenants, representations, warranties or other obligations under this Agreement.

1.41. Survey – An ALTA/ACSM survey of the Property provided by Buyer, either by obtaining a new survey or updating any survey furnished by Seller, which survey shall be: (i) delivered to Seller and Buyer; and (ii) subject to Seller's reasonable approval solely in regard to determination of the Gross Square Footage of the Property in accordance with the terms of Section 6.1, hereof.

1.42. Title Company – First American Title Insurance Company, 215 S. State Street, Suite 280, Salt Lake City, Utah 84111, Attn: Anna Irons, Phone: (801) 578-8849, Email: anirons@firstam.com.

1.43. Title Objection Period – Twenty (20) days prior to the expiration of the Inspection Review Period.

1.44. Title Objections – Written objections by Buyer to Seller of any easements, liens, encumbrances, or other exceptions or matters disclosed in the Title Report or shown on the Survey.

1.45. Title Policy – A standard owner's policy of title insurance.

1.46. Title Report – A title commitment with respect to the Property issued by Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property, together with copies of all instruments referred to on Schedule "B" of such report.

2. PURCHASE AGREEMENT. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, the Property. The Property shall be purchased in accordance with, and subject to, the terms, conditions, and provisions fully set forth in this Agreement.

3. PURCHASE PRICE.

3.1. Amount of Purchase Price. The purchase price and consideration to be paid for the purchase of the Property shall be an amount equal to the Purchase Price. The Purchase Price shall be paid as follows:

3.1.1. Deposit. Buyer shall deposit with Escrow Agent the Deposit within two (2) Business Days of delivery to Escrow Agent of a fully executed original of this Agreement. The Deposit shall be held and disbursed by Escrow Agent in accordance with the provisions of Section 4 of this Agreement.

3.1.2. Independent Consideration. Promptly after Escrow Agent's receipt of the Deposit, Escrow Agent shall deliver to Seller One Hundred and No/100 Dollars ($100.00) of the Deposit as further independent consideration (the "Independent Consideration") for Buyer's right to purchase the Property and Seller's execution and delivery of this Agreement. Seller shall, in all events, retain the

Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing.

3.1.3. Balance of the Purchase Price. The Purchase Price, less the Deposit, shall be paid by Buyer to Seller at the Closing of the Purchase and Sale Transaction. If the Deposit exceeds the Purchase Price at Closing, then the portion of the Deposit exceeding the Purchase Price shall be returned to Buyer and Closing.

4. DISPOSITION OF DEPOSIT. Seller and Buyer hereby instruct Escrow Agent to hold the Deposit in a federally insured, interest-bearing account with no penalty for early withdrawal, and to disburse the Deposit as follows:

4.1. Distribution of Deposit to Buyer. If the Purchase and Sale Transaction for the Property is not consummated due to either (i) the timely termination of this Agreement by Buyer pursuant to an existing termination right under this Agreement in which the express terms of such termination right provide that Buyer is granted the right to receive the Deposit, or (ii) the termination of this Agreement by Buyer due to a material Seller's Default under this Agreement, then all portions of the Deposit, less the Independent Consideration, shall be paid and disbursed immediately to Buyer.

4.2. Distribution of Deposit to Seller. If the Purchase and Sale Transaction for the Property is not consummated due to (i) any termination of this Agreement by any party for any reason other than as expressly set forth in Section 4.1 above, or (ii) a Buyer's Default under this Agreement, then all portions of the Deposit, less the Independent Consideration, shall be paid and disbursed immediately to Seller.

4.3. Application of the Deposit to Purchase and Sale Transaction. If the Purchase and Sale Transaction is consummated, then the Deposit shall be applied at the Closing to the Purchase Price and shall be paid to Seller.

5. INSPECTION REVIEW PERIOD. During the Inspection Review Period, Buyer shall have the right to conduct the Inspection Review, all in accordance with the terms and provisions of this Section.

5.1. Inspection Review. Seller hereby grants to Buyer and Buyer's employees, contractors and agents, upon reasonable notice, a nonexclusive right and license to enter upon the Property, at Buyer's sole risk, to conduct the Inspection Review, and other inspections during the Inspection Review Period. Buyer will immediately repair any damage to the Property resulting from such entry upon, or testing of, the Property. Buyer shall indemnify, defend, save and hold Seller and the Indemnitees harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys' fees and costs) caused by, or in any way related to, the acts or omissions of Buyer and its employees, contractors and agents during and in connection with the Inspection Review. Buyer shall furnish to Seller a Commercial General Liability Insurance Policy with a limit of not less than $1,000,000.00 each occurrence and $2,000,000.00 in the aggregate, covering the activities of Buyer and its employees, contractors and agents while on the Property, and naming Seller as an additional insured, which policy shall be non-cancelable without thirty (30) days prior written notice to Seller. A certificate evidencing such insurance and Seller as an additional insured is on Exhibit 5.1, attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, Buyer shall not have the right to perform an invasive or intrusive testing at, in, on or under the Property without the additional prior written consent of Seller, which consent may only be withheld in Seller's reasonable discretion.

5.2. Inspection Materials. If not already provided, within ten (10) days from the mutual execution and delivery of this Agreement, Seller agrees to deliver to Buyer (to the extent in Seller's possession or control), the following materials:

5.2.1. The Title Report;

5.2.2. The most recent survey of the Property, if any;

5.2.3. Copies of the Agricultural Lease and CRP Contracts; and

5.2.4. Environmental reports, if any;

Except for the foregoing, Seller shall have no additional obligations to provide any additional information.

5.3. Inspection Materials "AS IS." In no event shall Seller be required to provide to Buyer any materials or documentation that are attorney work product or attorney-client privileged. All Inspection Materials are furnished to Buyer "AS IS" with no warranty or representations of any kind whatsoever from Seller.

5.4. Confidentiality. All Inspection Materials, and the results of any Inspection Review, shall be kept and maintained strictly confidential by Buyer and the contents thereof shall not be disclosed to any other party pursuant to the terms of this Agreement.

5.5. Termination Right. In the event that the results of Buyer's Inspection Review are unsatisfactory to Buyer for any reason, or for no reason, then Buyer may terminate this Agreement prior to the expiration of the Inspection Review Period by giving Seller written Notice of Termination, whereupon all portions of the Deposit, less the Independent Consideration, shall be returned to Buyer in accordance with Section 4 of this Agreement, and neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Buyer does not timely terminate this Agreement prior to the expiration of the Inspection Review Period, then: (i) Buyer shall be deemed to have waived its right to terminate under this Section and to have approved the condition of the Property in all respects; and (ii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.

5.6. Return of Documents. Should this Agreement be terminated for any reason, Buyer shall furnish to Seller within ten (10) days thereafter: (i) any and all Inspection Materials furnished to or obtained by Buyer, and (ii) copies of any surveys, reports and test results of any kind obtained by Buyer from third-party consultants with respect to the Property.

5.7. Internal Approvals. Intentionally Deleted.

5.8. CRP Contracts. Seller hereby discloses, and Buyer acknowledges, that the Real Property is subject to certain Conservation Reserve Program Contracts applicable to and appurtenant to the Real Property and other surrounding real property owned by Seller (the "CRP Contracts"). If Buyer proceeds to Closing and obtains title to the Property, Buyer shall be responsible for any costs, penalties, or repayment obligations arising under the CRP Contracts incurred by Seller or its tenant under the Agricultural Lease.

5.9. Immediate Access to Well Site. Commencing on the Effective Date, Seller hereby grants to Buyer and Buyer's Consultants a license for immediate access to the Well Site to install, construct, operate, maintain, and use the Water Well for use by the City, together with an easement on, over, and across Seller's real property as necessary to accomplish the foregoing (the "Well Access License"). While utilizing the Well Access License, Buyer and Buyer's Consultants agree to meet the insurance requirements of Section 5.1 of this Agreement and to indemnify, defend, save and hold Seller and the Indemnitees harmless as described in Section 5.1. If the transaction contemplated by this Agreement fails to close for any reason, then the Well Access License shall automatically terminate.

6. TITLE AND SURVEY REVIEW.

6.1. Survey. Buyer will, at Buyer's expense, during the Inspection Review Period, obtain the Survey. The Survey shall be certified to both Seller and Buyer. Seller will have the right to review and reasonably approve the Survey.

6.2. Title Objections. Buyer shall have until the Title Objection Period to make Title Objections. If Buyer fails to timely object to anything in the Title Report or Survey within the Title Objection Period, then the condition of title to the Property reflected on the Title Report and Survey will be deemed approved in all respects. If Title Objections are made within the Title Objection Period, Seller shall determine, in its sole discretion as to each Title Objection, whether or not Seller is willing or able to eliminate or obtain affirmative coverage over each of the Title Objections. Within ten (10) days of the expiration of the Title Objection Period, Seller may notify Buyer in writing as to those Title Objections that Seller will cause to be eliminated or insured over. If Seller's written notice indicates that Seller is unable or unwilling to eliminate or provide affirmative coverage over any Title Objections, upon terms acceptable to Buyer, or Seller fails to respond to Buyer's Title Objections, then Buyer may, prior to the expiration of the Inspection Review Period, either (i) waive the Title Objections that Seller was unwilling or unable to cure, or (ii) terminate this Agreement prior to the expiration of the Inspection Review Period by giving Seller written Notice of Termination, whereupon all portions of the Deposit, less the Independent Consideration, shall be returned to Buyer in accordance with Section 4 of this Agreement, and neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Seller's written notice indicates that Seller is unable or unwilling to eliminate or provide affirmative coverage over any Title Objections, or Seller remains silent as to the Title Objections, but Buyer does not terminate this Agreement prior to the expiration of the Inspection Review Period, then Buyer shall be deemed to have waived all such Title Objections, and Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.

6.3. Title Policy. At the Closing, Escrow Agent shall issue to Buyer a Title Policy in the amount of the Purchase Price insuring Buyer as the fee owner of the Property, subject to all Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance. Buyer may, at its expense, obtain extended coverage and/or such endorsements for the Property as Buyer may reasonably request or require. Obtaining extended coverage and/or any endorsements shall not be a condition or contingency of any Closing.

7. INTENTIONALLY DELETED.

8. CLOSING.

8.1. Time and Place. The Closing for the Purchase and Sale Transaction shall take place in the offices of Escrow Agent on the Closing Date.

8.2. Seller's Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Escrow Agent and Buyer, as applicable:

8.2.1. The Deed, fully executed and properly acknowledged, by Seller;

8.2.2. An amendment to the Agricultural Lease in form and substance acceptable to Seller and Buyer removing the Real Property from the Agricultural Lease;

8.2.3. An affidavit in the form of Exhibit 8.2.2 attached hereto, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2);

8.2.4. A settlement statement signed by Seller, which is reasonably acceptable to Seller and accurately reflects the payments, credits and prorations required herein;

8.2.5. An affidavit of title in such form as is reasonably required by Escrow Agent; and

8.2.6. Such other funds, instruments and documents as may be reasonably requested by Buyer or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld).

8.3. Buyer's Closing Deliveries. At the Closing, Buyer shall deliver to Escrow Agent:

8.3.1. The funds required by Section 3 of this Agreement together with any prorations and other fees related to the Closing;

8.3.2. A settlement statement signed by Buyer, which is reasonably acceptable to Buyer and accurately reflects the payments, credits and prorations required herein; and

8.3.3. Such other funds, instruments and documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

8.4. Prorations and Closing Costs.

8.4.1. Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. Seller shall pay the premium for standard coverage in connection with the Title Policy for the Closing. Buyer shall pay the cost of the Survey, any extended coverage and/or endorsements that Buyer desires in connection with the Title Policy, and any lender's title policy. Buyer shall be responsible for any costs, penalties, or repayment obligations arising under the CRP Contracts incurred by Seller or the tenant under the Agricultural Lease due to this transaction. Recording fees, escrow fees and other customary closing costs shall be allocated between Seller and Buyer in the manner customary for commercial real estate transactions in the county in which the Property is located.

8.4.2. All real property taxes and assessments accrued for the current year shall be prorated between the parties as of the Closing, but any and all farmland assessment rollback taxes or similar deferred taxes shall be the responsibility of Buyer.

8.5. Possession. Buyer shall be entitled to possession of the Property on the Closing Date.

9. REPRESENTATIONS AND WARRANTIES.

9.1. Seller Representations. Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents and warrants to Buyer that:

9.1.1. Organization and Standing. Seller is duly formed, validly existing and in good standing under the laws of the State of its formation. Seller has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

9.1.2. Binding Agreement. Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Seller in accordance with their terms.

9.1.3. No Condemnation. Seller has not received any written notice of condemnation or eminent domain proceedings with respect to the Property, and no condemnation or eminent domain proceedings or negotiations have been commenced in connection with the Property.

9.1.4. No Litigation. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

9.1.5. No Tenants. Except for the tenant under that certain existing agricultural lease between Seller and Smith Farm & Livestock Partnership, a general partnership, dated February 1, 2020, as amended by that certain First Amendment to Agricultural Lease dated April 14, 2022, and that certain Second Amendment to Agricultural Lease dated May 31, 2024, (collectively, the "Agricultural Lease"), there are no tenants or other parties in possession of any part of the Property other than Seller. Per Section 8.2.2, the Agricultural Lease will be amended at or before Closing to remove the Property from the premises covered by the Agricultural Lease.

9.1.6. No Material Alterations to the Property. From and after the Effective Date, Seller shall not intentionally make any material alterations to the improvements on the Property, except in the ordinary course of business.

The truth of the foregoing representations and warranties on and as of the Effective Date and on and as of the Closing shall be a condition precedent to Buyer's obligations to purchase the Property and otherwise perform under this Agreement. All representations and warranties by Seller set forth in this Agreement shall survive the execution and delivery of this Agreement, the recording of the Deed and the Closing for a period of six (6) months. All claims for breach of such representations and warranties must be made during such six (6) month period. All claims made during such six (6) month period shall survive such six (6) month period until resolved.

9.2. Buyer's Representations. Buyer, to Buyer's Current Knowledge, as of the date of this Agreement and again at the Closing, represents and warrants to Seller that:

9.2.1. Organization and Standing. Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyer.

9.2.2. Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement shall be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Buyer in accordance with their terms.

The truth of the foregoing representations and warranties on and as of the Effective Date and on and as of the Closing shall be a condition precedent to Seller's obligations to sell the Property and otherwise perform under this Agreement. All representations and warranties by Buyer set forth in this Agreement shall survive the execution and delivery of this Agreement, the recording of the Deed and the Closing for a period of six (6) months. All claims for breach of such representations and warranties must be made during such six (6) month period. All claims made during such six (6) month period shall survive such six (6) month period until resolved.

10. "AS IS" PURCHASE.

10.1. Disclaimer. Except as set forth in Section 9 above, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty or representation, express or implied, written or oral, statutory or otherwise, concerning the Property or the Inspection Materials, including, but not limited to, the following: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any laws or any other federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose; (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials; or (viii) the existence, availability, design, construction, or future installation of infrastructure, improvements, utilities, and the like surrounding or servicing the Property.

10.2. Acceptance. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS, THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS SET FORTH IN SECTION 9, THE PROPERTY SHALL BE SOLD AND BUYER SHALL ACCEPT TITLE AND POSSESSION OF THE PROPERTY ON THE CLOSING DATE "**AS IS, WHERE IS, WITH ALL FAULTS**" WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN SECTION 9, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY.

10.3. Release and Indemnity. EXCEPT WITH RESPECT TO SELLER'S BREACH OF ANY WARRANTY SET FORTH IN SECTION 9, BUYER HEREBY EXPRESSLY RELEASES AND INDEMNIFIES SELLER FROM ANY FAULT, INJURY, DAMAGE, COST, EXPENSE, SUIT, CLAIM, CAUSE OF ACTION, OR OTHER LIABILITY OF ANY KIND WHATSOEVER IN CONNECTION WITH THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, EACH OF THE SPECIFIC ITEMS DISCLAIMED BY SELLER IN SECTION 10.1 ABOVE. THE

RELEASE AND INDEMNITY DESCRIBED HEREIN WILL SURVIVE THE CLOSING AND DELIVERY OF THE DEED.

10.4. BUYER'S WAIVER OF OBJECTIONS. Notwithstanding anything to the contrary herein, Buyer and Seller acknowledge that any written disclosures or discovery made by Buyer prior to the Closing shall constitute notice to Buyer of the matter disclosed or discovered, and Seller shall have no further liability if Buyer thereafter consummates the transaction contemplated hereby.

10.5. ENVIRONMENTAL RELEASE/INDEMNITY. BUYER EXPRESSLY ASSUMES THE RISK THAT ANY HAZARDOUS MATERIALS ARE OR HEREAFTER MAY BE LOCATED ON THE PROPERTY. FROM AND AFTER THE CLOSING, BUYER HEREBY INDEMNIFIES, AND AGREES TO FOREVER ACQUIT, RELEASE AND DISCHARGE, AND WAIVE, ALL RIGHTS AND CLAIMS TO CONTRIBUTION FROM SELLER AND THE INDEMNITEES, AND SELLER'S AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ANY AND ALL JUDGMENTS, CLAIMS, EXPENSES (INCLUDING ATTORNEYS' AND OTHER CONSULTANTS' REASONABLE FEES AND COSTS), CAUSES OF ACTION, DAMAGES, LIABILITIES, INCLUDING WITHOUT LIMITATION, ALL FORESEEABLE AND ALL UNFORESEEABLE CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING OUT OF: (I) THE USE, GENERATION, STORAGE, DISPOSAL, RELEASE OR THREATENED RELEASE OF HAZARDOUS MATERIALS ON THE PROPERTY; AND (II) THE COST OF ANY REASONABLY NECESSARY INVESTIGATION, REPAIR, CLEANUP, REMEDIATION OR DETOXIFICATION OF THE PROPERTY AND OTHER AFFECTED PROPERTY AND THE PREPARATION OF ANY CORRECTIVE ACTION, CLOSURE OR OTHER REQUIRED PLANS OR REPORTS TO THE FULL EXTENT THAT SUCH ACTIONS ARE ALLEGED TO BE ATTRIBUTABLE, DIRECTLY OR INDIRECTLY, TO THE PRESENCE OR USE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, OR DISPOSAL OF HAZARDOUS MATERIALS BY ANY PERSON AND RELATED TO OR INVOLVE THE PROPERTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL NOT MERGE WITH THE DEED AND SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED.

10.6. INTENTIONALLY DELETED

10.7. Material Inducement. Buyer hereby agrees and acknowledges that the terms and conditions of this Section are a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyer without Buyer's express agreement to the terms and conditions of this Section.

11. RISK OF LOSS.

11.1. Risk of Loss. Subject to the provisions of this Section set forth below, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

11.2. Condemnation. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and this Agreement shall not terminate, but shall remain in full force and effect. In such event, at the Closing (i) Seller shall pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of the Closing, and (ii) Seller shall assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof, and Buyer shall take the Property subject to any such proceedings. The Purchase Price shall not be adjusted or reduced for any such proceedings or for any land taken by

condemnation, but rather the acreage for purposes of such calculation shall be the acreage of the Property prior to the condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" shall mean the service upon Seller of a formal notice of condemnation by a governmental authority with power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

11.3. Casualty.

11.3.1. Minor Casualty. If the Casualty Loss Value, as estimated by Seller in Seller's sole but reasonable discretion, is less than or equal to five percent (5%) of the Purchase Price, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

11.3.2. Major Casualty. If the Casualty Loss Value, as estimated by Seller in Seller's sole but reasonable discretion, is more than five percent (5%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the Valuation Loss, which estimate notice Seller shall give within thirty (30) days after the casualty. If neither party elects to so terminate this Agreement, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

12. BROKER'S COMMISSION. Buyer and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Purchase and Sale Transaction based on any act by, or agreement or contract with, the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

13. REMEDIES.

13.1. Buyer's Remedies. In the event of a Seller's Default, Buyer shall give Seller written notice of such default and thereafter Seller shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, provided that Seller commences such cure within the initial ten (10) Business Day period and thereafter diligently pursues the cure to completion). In the event that Seller fails to cure Seller's Default within the cure period, Buyer may, as Buyer's sole remedies for such Seller's Default: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement in accordance with Section 14 below and receive a refund of the Deposit, less the Independent Consideration; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this Section shall be non-cumulative and exclusive. In no event shall Buyer be entitled to any punitive, special, or consequential damages of any kind.

13.2. Seller's Remedies. In the event of a Buyer's Default, Seller shall give Buyer written notice of such default and thereafter Buyer shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, and then only if Buyer commences such cure within the initial ten (10) Business Day period, and thereafter, diligently pursues the cure to completion). Notwithstanding the foregoing, Buyer's failure to consummate the Purchase and Sale Transaction on the Closing Date shall be a Buyer's Default hereunder that is not subject to a cure period.

IN THE EVENT THAT BUYER FAILS TO CURE A BUYER'S DEFAULT AND CLOSE THE TRANSACTION CONTEMPLATED HEREBY WITHIN THE APPLICABLE CURE PERIOD (IF ANY), SELLER'S SOLE AND EXCLUSIVE REMEDY, IN SELLER'S SOLE DISCRETION, IS TO TERMINATE THIS AGREEMENT AND TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES, SELLER AND BUYER HEREBY AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT AND/OR IMPOSSIBLE TO FIX THE AMOUNT OF SELLER'S ACTUAL DAMAGES AND FURTHER AGREE THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF THE AMOUNT SELLER MIGHT BE DAMAGED AS A RESULT OF BUYER'S FAILURE TO PERFORM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, SELLER SHALL RETAIN ALL ITS RIGHTS PURSUANT TO THIS AGREEMENT, AT LAW, AND/OR IN EQUITY, AND NOTHING CONTAINED IN THIS SECTION WILL LIMIT THE LIABILITY OF BUYER UNDER (I) ANY INDEMNITY PROVIDED BY BUYER UNDER THIS AGREEMENT; (II) ANY OF THE DOCUMENTS AND INSTRUMENTS EXECUTED AND DELIVERED TO SELLER PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR (III) ANY ACTIONS COMMENCED AFTER THE CLOSING WITH RESPECT TO ANY OBLIGATION OR REPRESENTATION OF BUYER, WHICH BY THE TERMS OF THIS AGREEMENT SURVIVES THE CLOSING, INCLUDING BUT NOT LIMITED TO, PROVISIONS REGARDING CONFIDENTIALITY AND PAYMENT OF BROKERAGE FEES. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

13.3. Reliance on Title Policy. Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property (and/or any portion thereof), and any liens or other encumbrances affecting the Property (and/or any portion thereof), Buyer acknowledges and agrees that if Buyer has any claim under the Title Policy, Buyer agrees that it will look first to the Title Policy for recovery on such claim. This Section shall survive the Closing.

13.4. Consequential and Punitive Damages. Each of Seller and Buyer waive any right to sue the other for any consequential or punitive damages for matters arising under this Agreement (it being understood that each of Seller and Buyer have waived the right to obtain incidental, special, exemplary or consequential damages in connection with any default of Buyer or Seller respectively, or otherwise, which, in the case of Buyer, include, without limitation, loss of profits or inability to secure lenders, investors or buyers). This Section shall survive the Closing or termination of this Agreement.

14. TERMINATION. If Buyer or Seller elects to terminate this Agreement pursuant to a right granted herein, the terminating party shall give written Notice of Termination to the other party and Escrow Agent. Upon termination by notice as set forth in the preceding sentence, or upon an automatic termination in accordance with the terms of the Agreement, Escrow Agent shall disburse the Deposit, less the Independent Consideration, in accordance with Section 4 above and return all documents deposited in Escrow to the party who supplied the documents. Upon delivery of money and documents, this Agreement and Escrow will be deemed terminated, and except as expressly provided in this Agreement, neither party will have any further liability or obligation under this Agreement. Upon termination of the Agreement because of a default by a party, the defaulting party shall be liable for and shall pay any escrow termination fees or costs; otherwise, upon any termination Seller and Buyer shall each pay half of any such fees and costs.

15. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary herein, Buyer on its own behalf and on behalf of its agents, members, partners, employees, representatives, officers, directors, agents, related and affiliated entities, successors and assigns (collectively, "Buyer Parties") hereby agrees that, except for Seller, in no event or circumstance shall any of Seller's members, affiliates

and related entities (collectively, "Seller Parties") have any personal liability under this Agreement. Seller hereby agrees that in no event or circumstance shall any of the Buyer Parties other than Buyer have any personal liability under this Agreement. Notwithstanding anything to the contrary contained herein: (a) the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by Buyer (including, without limitation, for any breach of any representation, warranty and/or covenant of Seller) under this Agreement or any documents executed pursuant hereto or in connection herewith, including, without limitation, the exhibits attached hereto (collectively, "Other Documents") shall, under no circumstances whatsoever, exceed Twenty Thousand and 00/100 Dollars ($20,000.00) ("CAP Amount"); and (b) no claim by Buyer alleging a breach by Seller of any representation, warranty and/or covenant of Seller contained herein or any of the Other Documents may be made, and Seller shall not be liable for any judgment in any action based upon any such claim, unless and until such claim, either alone or together with any other claims by Buyer alleging a breach by Seller of any such representation, warranty and/or covenant, is for an aggregate amount in excess of Five Thousand and 00/100 Dollars ($5,000.00) ("Floor Amount"), in which event Seller's liability respecting any final judgment concerning such claim or claims shall be for the entire amount thereof, subject to the CAP Amount set forth in clause (a) above; provided, however, that if any such final judgment is for an amount that is less than or equal to the Floor Amount, then Seller shall have no liability with respect thereto. Any claim under clause (a) or (b) above shall be brought by Buyer no later than the date that is nine (9) months after the Closing Date or such claims shall be forever waived by Buyer and Seller shall have no liability with respect thereto.

16. ATTORNEYS' FEES. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the successful party, such fees to be determined by the court sitting without a jury.

17. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with the Purchase and Sale Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, e-mail, facsimile, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

SELLER:	The Church of Jesus Christ of Latter-day Saints c/o Property Reserve, Inc. 51 S. Main Street, Suite 301 Salt Lake City, UT 84111 Attn: Aaron Weight Email: aweight@pripd.com
WITH A COPY TO:	Kirton McConkie 50 East South Temple Street, Suite 400 Salt Lake City, Utah 84111 Attn: Ryan Wallace E-mail: rtwallace@kmclaw.com
BUYER:	Eagle Mountain City_____ 1650 E. Stagecoach Run_____ Eagle Mountain, UT 84005___

Attn: City Recorder_____
Email: recorder@eaglemountain.gov___

WITH A
COPY TO:

Eagle Mountain City_____
1650 E. Stagecoach Run_____
Eagle Mountain, UT 84005__
Attn: City Attorney_____
Email: mdraper@eaglemountain.gov

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, e-mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyer shall be given to Escrow Agent at the address listed in Section 1.

18. MISCELLANEOUS.

18.1. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

18.2. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located.

18.3. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

18.4. WAIVER. . No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of any party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

18.5. SURVIVAL. Only where specifically so provided herein shall any of the covenants, agreements, representations, warranties and indemnities set forth in this Agreement survive the Closing. Any such matters that survive the Closing pursuant to the terms of this Agreement shall be subject to any time limitations set forth herein, and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of the covenants, agreements or warranties or for material misrepresentation and indemnity made in writing during the applicable time period limitation shall survive such period.

18.6. SUCCESSORS AND ASSIGNS. Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to the Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyer. Buyer shall not have the right to assign, transfer or convey any of its rights, interests or obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may grant or withhold in Seller's sole discretion. Notwithstanding the

preceding sentence, Buyer may assign its rights and obligations under this Agreement to an affiliated entity without the consent of Seller, provided Buyer remain obligated under the terms and conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

18.7. NO THIRD-PARTY BENEFICIARY. No term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

18.8. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

18.9. CONFIDENTIALITY. Buyer hereby agrees to cause the respective directors, officers, employees, contractors, and other personnel, agents and representatives of Buyer to hold, in strict confidence, and not disclose to any other person without the prior written consent of Seller, any of the information with respect to the Purchase and Sale Transaction. Notwithstanding anything to the contrary hereinabove set forth, Buyer may disclose such information (i) on a need-to-know basis to its employees and Buyer's Consultants in connection with the Purchase and Sale Transaction, and (ii) as any court or governmental agency or political subdivision of the State of Utah, including Buyer, may require in order to comply with applicable laws, including without limitation the Utah Government Records Access and Management Act (GRAMA). Further, Buyer acknowledges and agrees, for itself and its employees, contractors and agents (including specifically real estate brokers and agents), that no publication of this transaction shall be made and no information with respect to this transaction shall be given to any media. Each party shall instruct any broker working with that party of this requirement and obtain the signed agreement of that broker to abide by the terms of this Section. The provisions of this Section shall survive any termination of this Agreement. Notwithstanding the foregoing, this provision shall not apply to any public meeting or public hearing held in relation to this Agreement in compliance with the Utah Open and Public Meetings Act.

18.10. ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

18.11. HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

18.12. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

18.13. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

18.14. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement. A copy, facsimile or email transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

[Signatures Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Name: Ashley Powell
Its: Authorized Agent

BUYER:

EAGLE MOUNTAIN CITY,
a municipal corporation and subdivision of the State of Utah

By: _____
Name: Tom Westmoreland
Its: Mayor

Attest:

_____
Fionnuala Kofoed
City Recorder

Approved to Form:

_____
Marcus Draper
City Attorney

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Name: Ashley Powell
Its: Authorized Agent

BUYER:

EAGLE MOUNTAIN CITY,
a municipal corporation and subdivision of the State of Utah

By: _____
Jared Gray
Mayor

Attest:

_____
Lacie Messerly
City Recorder

Approved to Form:

_____
Marcus Draper
City Attorney

ESCROW AGENT ACCEPTANCE

This Real Property Purchase and Sale Agreement (the "Agreement"), and the Deposit, are accepted and Escrow is opened this ____ day of _____ 2023. Escrow Agent hereby agrees to act as Escrow Agent as defined in the Agreement and to perform its duties in accordance with the provisions of the Agreement. Further, Escrow Agent agrees to act as "the person responsible for closing" the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: FIDELITY NATIONAL TITLE

By: _____
Name: _____
Title: _____

EXHIBITS

Exhibit A-1	-	Real Property Depiction
Exhibit A-2	-	Legal Description
Exhibit 1.15	-	Deed
Exhibit 5.1	-	Insurance Certificate
Exhibit 8.2.2	-	Affidavit

EXHIBIT A-1

REAL PROPERTY DEPICTION

Real property located in Eagle Mountain City, Utah County, Utah described as follows:

A parcel of land situate within the Southeast Quarter of Section 24, Township 5 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, County of Utah, State of Utah, said parcel being a portion of that certain tract of land described in Warranty Deed recorded August 1, 1980 as Entry No.: 25786, in Book 1850, at Page 401 of official Utah County Records and being more particularly described as follows:

Beginning at a point in the quarter section line common to sections 24 & 25, said point being North 88°33'07" West, along said quarter section line, a distance of 391.54 feet, from the Quarter Corner common to said Sections 24 & 25, Township 5 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 88°33'07" West, continuing along said quarter section line and the South line of said tract, a distance of 208.72 feet; thence North, a distance of 206.13 feet; thence East, a distance of 208.65 feet; thence South, a distance of 211.40 feet, to the point of beginning.

Contains: 43,560 Sq. Ft., or 1.000 Acre

EXHIBIT A-2

DEPICTION OF THE WELL SITE

A parcel of land situate within the Southeast Quarter of Section 24, Township 5 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, County of Utah, State of Utah, said parcel being a portion of that certain tract of land described in Warranty Deed recorded August 1, 1980 as Entry No.: 25786, in Book 1850, at Page 401 of official Utah County Records and being more particularly described as follows:

Beginning at a point in the quarter section line common to sections 24 & 25, said point being North 88°33'07" West, along said quarter section line, a distance of 391.54 feet, from the Quarter Corner common to said Sections 24 & 25, Township 5 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 88°33'07" West, continuing along said quarter section line and the South line of said tract, a distance of 208.72 feet; thence North, a distance of 206.13 feet; thence East, a distance of 208.65 feet; thence South, a distance of 211.40 feet, to the point of beginning.

Contains: 43,560 Sq. Ft., or 1.000 Acre

EXHIBIT 1.15

FORM SPECIAL WARRANTY DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

_____

Attn: _____

_____

_____

APN: _____

(space above for Recorder's use only)

SPECIAL WARRANTY DEED

In consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Grantor"), hereby conveys and warrants against only those claiming by, through or under it (and no others), to the _____, a _____, whose address is _____ ("Grantee"), all right, title and interest in and to the real property located in _____, and described as follows:

See Exhibit A attached hereto and incorporated herein by this reference;

TOGETHER with all easements, rights and hereditaments appurtenant thereto and all improvements located thereon;

SUBJECT TO current taxes and assessments and to the reservations, easements, covenants, conditions, restrictions, and other rights, interests or matters of record or enforceable at law or equity; and

RESERVING specifically unto Grantor all water rights, including shares of stock in water companies, minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy, under the above-described land, provided that Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

[Signature and Acknowledgment Follow]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective as of the _____ day of _____, 20__.

GRANTOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: _____
Ashley Powell, Authorized Agent

STATE OF UTAH)
ss:
COUNTY OF SALT LAKE)

Acknowledged before me this _____ day of _____, 20__, by Ashley Powell, the Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

_____
Notary Public

EXHIBIT 5.1

INSURANCE CERTIFICATE

[Insert before execution]

EXHIBIT 8.2.2

AFFIDAVIT PURSUANT TO
SECTION 1445 OF THE INTERNAL REVENUE CODE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign person for purpose of U.S. income taxation. If Seller is a corporation, trust, partnership or estate, Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. If Seller is a corporation, trust, partnership or estate, transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii).

3. Seller's U.S. employer identification number is _____.

4. Seller's office address is: _____.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge, it is true, correct and complete. I further declare that I have authority to sign and deliver this certificate on behalf of Seller.

DATED as of _____, 20___.

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: _____
Ashley Powell, Authorized Agent