



**BOARD OF EDUCATION**  
Shannon M. Acor ■ Rick B. Ainge  
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Christine Riley ■ Lisa H. Rowley  
R. Dean Rowley

**SUPERINTENDENT**  
Richard C. Nielsen

**BUSINESS ADMINISTRATOR**  
Tracy D Olsen

**OFFICE OF ADMINISTRATION – LEGAL DEPARTMENT**

350 SOUTH MAIN STREET ■ SPANISH FORK, UTAH 84660  
PHONE (801) 354-7475 ■ FAX (801) 354-7487

**REED B. PARK**  
District Legal Counsel

**JEFFREY D. PETERSON**  
Associate Legal Counsel

**DAVID L. GNEITING**  
Civil Rights/504 Coordinator

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January 11, 2019

**NOTICE TO INTERESTED BUYERS OF RESIDENTIAL BUILDING LOTS**

**RE: NEBO SCHOOL DISTRICT  
SURPLUS PROPERTY FOR SALE IN SANTAQUIN, UTAH  
TEN (10) IMPROVED RESIDENTIAL LOTS (Approx. 2.49 Acres)  
TAX SERIAL NOS. 34:619:0002, 34:619:0003, 34:619:0004, 34:619:0005, 34:619:0006,  
34:619:0007, 34:619:0008, 34:619:0009, 34:619:0010, 34:619:0011**

Nebo School District (the "School District") has surplus property for sale in Santaquin, Utah. The surplus property consists of ten (10) residential building lots (the "Building Lots"), which are more particularly described below.

The School District is accepting offers from interested buyers to acquire the Building Lots, as more fully described below.

**Property Information**

1. The Building Lots resulted from the site layout and construction of the new Apple Valley Elementary School in Santaquin, Utah. The Building Lots are located south of Apple Valley Elementary School, and consist of ten (10) improved residential building lots, with adjacent road, curb and gutter, planter strip, and sidewalk. Each Building Lot has stubbed in utility lines for culinary water, pressurized irrigation, and sewer; and has access to other utilities including electrical power.
2. The acreage and street addresses of the Building Lots located in Plat A, Apple Valley, a Residential Subdivision, Santaquin, Utah, are as follows:  
Lot 2 (0.26 Ac.): 24 East 770 North, Santaquin, UT 84655  
Lot 3 (0.27 Ac.): 48 East 770 North, Santaquin, UT 84655  
Lot 4 (0.27 Ac.): 72 East 770 North, Santaquin, UT 84655  
Lot 5 (0.26 Ac.): 98 East 770 North, Santaquin, UT 84655  
Lot 6 (0.24 Ac.): 118 East 770 North, Santaquin, UT 84655  
Lot 7 (0.23 Ac.): 128 East 770 North, Santaquin, UT 84655  
Lot 8 (0.23 Ac.): 144 East 770 North, Santaquin, UT 84655  
Lot 9 (0.23 Ac.): 156 East 770 North, Santaquin, UT 84655  
Lot 10 (0.23 Ac.): 178 East 770 North, Santaquin, UT 84655  
Lot 11 (0.23 Ac.): 196 East 770 North, Santaquin, UT 84655
3. It is the School District's desire to sell all ten (10) Building Lots together in one property transaction (not individually).
4. Attached is a copy of Plat A, Apple Valley, a Residential Subdivision, Santaquin, Utah.

Please note that the foregoing is not intended to contain all information concerning the Building Lots. Interested buyers are encouraged to conduct their own due diligence to fully understand the nature of the Building Lots and make informed decisions.

### **Purchase Information**

Terms and conditions for the purchase and sale of the Building Lots are set forth in a Purchase and Sale Agreement (“Agreement”). Interested buyers must complete the Agreement which is available online at [www.nebo.edu/procurement](http://www.nebo.edu/procurement) or at Nebo School District Offices, Legal Department, 350 South Main, Spanish Fork, Utah, 84660.

Agreements may be submitted electronically by emailing a completed and signed Agreement to Bashawn Abbott at [bashawn.abbott@nebo.edu](mailto:bashawn.abbott@nebo.edu). Completed and signed Agreements may also be submitted by mail or personal delivery to Bashawn Abbott at Nebo School District Offices, Legal Department, 350 South Main, Spanish Fork, Utah, 84660.

All Agreements must be **received** no later than **Tuesday, February 5, 2019 at 4:00 p.m. Mountain Time**. Any Agreements received after this date and time will not be considered.

The School District reserves the right to reject any or all Agreements, or to waive any formality or technicality in any Agreement, which is deemed to be in the best interests of the School District.

The School District also reserves the right not to proceed with this property transaction if deemed to be in the best interests of the School District.

Should you have any questions concerning this matter, my contact information is set forth below.

NEBO SCHOOL DISTRICT

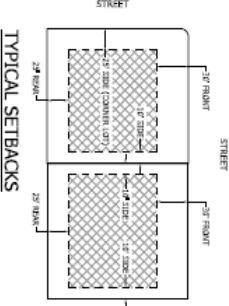
Reed B. Park,  
District Legal Counsel

Nebo School District  
Legal Department  
350 South Main  
Spanish Fork, UT 84660  
Telephone No. 801-354-7475  
Email: [reed.park@nebo.edu](mailto:reed.park@nebo.edu)

**LOCATION OF PROJECT**



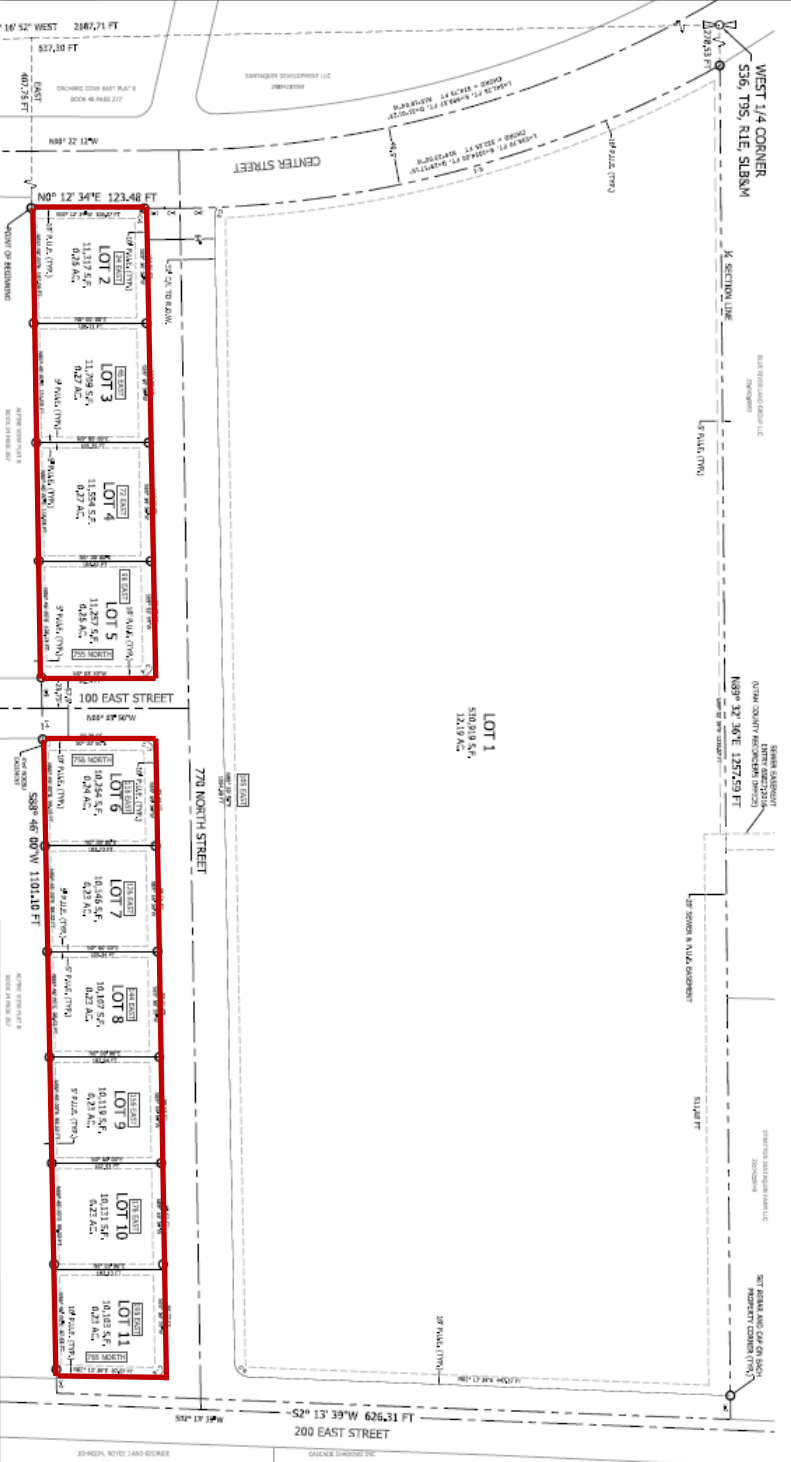
| Lot size |        |        |           |
|----------|--------|--------|-----------|
| Lot #    | Length | Width  | Area      |
| 1        | 123.48 | 123.48 | 15,247.52 |
| 2        | 123.48 | 123.48 | 15,247.52 |
| 3        | 123.48 | 123.48 | 15,247.52 |
| 4        | 123.48 | 123.48 | 15,247.52 |
| 5        | 123.48 | 123.48 | 15,247.52 |
| 6        | 123.48 | 123.48 | 15,247.52 |
| 7        | 123.48 | 123.48 | 15,247.52 |
| 8        | 123.48 | 123.48 | 15,247.52 |
| 9        | 123.48 | 123.48 | 15,247.52 |
| 10       | 123.48 | 123.48 | 15,247.52 |
| 11       | 123.48 | 123.48 | 15,247.52 |



**Finalized**  
04/30/2018 10:31:08 AM

**NORTH**

Scale: 1" = 50'



**ROCKY MOUNTAIN POWER COMPANY APPROVAL**

1. THE ABOVE PROPERTY IS LOCATED WITHIN THE SERVICE AREA OF THE ROCKY MOUNTAIN POWER COMPANY. THE PROPERTY IS SUBJECT TO THE COMPANY'S STANDARD TERMS AND CONDITIONS OF SERVICE, WHICH ARE AVAILABLE AT THE COMPANY'S OFFICE. THE PROPERTY IS SUBJECT TO THE COMPANY'S STANDARD TERMS AND CONDITIONS OF SERVICE, WHICH ARE AVAILABLE AT THE COMPANY'S OFFICE.

**DOMINION ENERGY APPROVAL**

1. THE ABOVE PROPERTY IS LOCATED WITHIN THE SERVICE AREA OF THE DOMINION ENERGY COMPANY. THE PROPERTY IS SUBJECT TO THE COMPANY'S STANDARD TERMS AND CONDITIONS OF SERVICE, WHICH ARE AVAILABLE AT THE COMPANY'S OFFICE. THE PROPERTY IS SUBJECT TO THE COMPANY'S STANDARD TERMS AND CONDITIONS OF SERVICE, WHICH ARE AVAILABLE AT THE COMPANY'S OFFICE.

**SURVEYOR'S CERTIFICATE**

I, GARY J. SORRE, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR AND THAT I HOLD A LICENSE OF ACCREDITATION FROM THE STATE OF COLORADO. I HAVE PERSONALLY CONDUCTED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAN AND I HAVE FOUND THAT THE PROPERTY IS ACCURATELY DESCRIBED ON THIS PLAN. I HAVE ALSO FOUND THAT THE PROPERTY IS SUBJECT TO THE COMPANY'S STANDARD TERMS AND CONDITIONS OF SERVICE, WHICH ARE AVAILABLE AT THE COMPANY'S OFFICE. I HAVE ALSO FOUND THAT THE PROPERTY IS SUBJECT TO THE COMPANY'S STANDARD TERMS AND CONDITIONS OF SERVICE, WHICH ARE AVAILABLE AT THE COMPANY'S OFFICE.

**OWNER'S DECLARATION**

I, the undersigned, do hereby declare that I am the owner of the property described on this plan and that I have read and understand the contents of this plan. I have also read and understand the contents of the company's standard terms and conditions of service, which are available at the company's office. I have also read and understand the contents of the company's standard terms and conditions of service, which are available at the company's office.

**ACKNOWLEDGMENT**

I, the undersigned, do hereby declare that I am the owner of the property described on this plan and that I have read and understand the contents of this plan. I have also read and understand the contents of the company's standard terms and conditions of service, which are available at the company's office. I have also read and understand the contents of the company's standard terms and conditions of service, which are available at the company's office.

**ACCEPTANCE BY LEGISLATIVE BODY**

THE PLANNING COMMISSION OF SANTIAGO CITY, COUNTY OR LOCAL GOVERNMENT HAS REVIEWED AND APPROVED THIS PLAN AND HAS RECOMMENDED THAT THE PROPERTY BE SUBJECT TO THE COMPANY'S STANDARD TERMS AND CONDITIONS OF SERVICE, WHICH ARE AVAILABLE AT THE COMPANY'S OFFICE.

| OFFICER | DATE |
|---------|------|
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**PLAT A**

**APPLE VALLEY**

**A RESIDENTIAL SUBDIVISION**

RECORDED SKN: 187297 PLAN: SKN: 187297 SKN: 187297 SKN: 187297

**PURCHASE AND SALE AGREEMENT**

**[Board of Education of Nebo School District and \_\_\_\_\_]**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into effective as of the 13<sup>th</sup> day of February, 2019, by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT, a body corporate and politic of the State of Utah ("Seller"), whose address is 350 South Main, Spanish Fork, Utah, 84660, Attn: Reed B. Park, District Legal Counsel; and \_\_\_\_\_ ("Buyer"), whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Attn: \_\_\_\_\_. Seller and Buyer are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement, each of the following terms shall have the indicated meaning:

1.1. "Closing" means the closing of the purchase and sale of the Property between the Parties pursuant to the provisions of this Agreement.

1.2. "Closing Date" means the date on which the Closing actually occurs.

1.3. "Code" means the Internal Revenue Code, as amended.

1.4. "Deed" means a Special Warranty Deed in the form attached as Exhibit B, dated as of the Closing Date and conveying the Property to Buyer, subject to the Permitted Title Exceptions.

1.5. "Due Diligence Period" means the period of time commencing on the effective date of this Agreement and expiring sixty (60) calendar days from the date of this Agreement.

1.6. "Earnest Money" means the sum of Five Thousand Dollars (\$5,000) held by the Title Company pursuant to Paragraph 2.2.

1.7. "Financial Encumbrances" means any mortgage, judgment, or mechanic's lien.

1.8. "Permitted Title Exceptions" means: (a) current taxes and assessments; (b) rights-of-way, easements, covenants, restrictions, reservations and other matters of record, other than Financial Encumbrances; and (c) discrepancies, conflicts in boundary lines, shortages in area, encroachments or other facts that a correct survey would disclose.

1.9. "Property" means Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 located in Plat A, Apple Valley, a Residential Subdivision, Santaquin, Utah, also known as Tax Serial Nos. 34:619:0002, 34:619:0003, 34:619:0004; 34:619:0005, 34:619:0006, 34:619:0007, 34:619:0008, 34:619:0009, 34:619:0010, and 34:619:0011, as more particularly described in Exhibit A attached hereto.

1.10. "Purchase Price" means \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_).

1.11. “Title Commitment” means an ALTA commitment for standard coverage title insurance (containing the standard printed exceptions), covering the Property, together with all documents evidencing the exceptions shown on Schedule B, Part II of such commitment.

1.12. “Title Company” means Stewart Title Insurance Agency of Utah, Inc., 212 South Main, Suite 2, Spanish Fork, Utah, 84660; Telephone No. 794-3155.

1.13. “Title Policy” means an ALTA owner’s standard coverage title insurance policy (containing the standard printed exceptions), issued by the Title Company pursuant to the Title Commitment, having liability limits equal to the Purchase Price, subject to the Permitted Title Exceptions and any other standard printed exceptions; provided that Buyer may, at its sole cost and expense, obtain extended coverage over the standard printed exceptions and any endorsements to the Title Policy, as may be agreed between Buyer and the Title Company, and Seller shall provide to the Title Company such standard form affidavits and indemnities as may be required by the Title Company in connection with such extended coverage.

2. Agreement of Sale; Earnest Money.

2.1. Agreement of Sale. Seller shall sell to Buyer and Buyer shall purchase from Seller the Property, subject to all of the provisions of this Agreement. Buyer has conducted, or prior to the Closing will conduct, such investigations with respect to the Property as Buyer deems advisable, and has satisfied, or prior to the Closing will satisfy, itself with respect to the Property and the transaction contemplated by this Agreement. Except as expressly provided by the Deed or in this Agreement:

2.1.1. Seller has not made any representation or warranty with respect to the Property or any other matter related to the transaction contemplated by this Agreement;

2.1.2. Unless Buyer terminates this Agreement in accordance with Paragraph 3.4, Buyer shall accept the Property in the condition in which it now exists (that is, “as is” and “where is,” “with all faults”) without any representation or warranty, express or implied, in fact or by law, and without any recourse against Seller. Notwithstanding the foregoing, if Buyer becomes aware of any Financial Encumbrances affecting the Property prior to the Closing Date, then Buyer may give notice of such Financial Encumbrance to Seller and Seller will have five (5) business days to decide to either remove the Financial Encumbrance or to terminate this Agreement. If Seller terminates this Agreement pursuant to this Paragraph 2.1.2, then the Earnest Money will be returned to Buyer. The Agreement will be extended to allow for Seller’s response.

2.1.3. Buyer waives any claim of liability against Seller based on any statement, representation, warranty, covenant, undertaking, or agreement that may have been made by Seller or any person representing or purporting to represent Seller in connection with the Property or the transaction contemplated by this Agreement.

2.2. Earnest Money. Within three (3) business days after the full execution and delivery of this Agreement, Buyer shall deposit the Earnest Money in an escrow established at the Title Company. At the Closing, the Earnest Money shall be delivered to Seller and credited against the Purchase Price. The escrow for the Earnest Money shall be opened and maintained solely for the purpose of holding and disbursing the Earnest Money, and the Title Company is directed to disburse the Earnest Money in accordance with the

provisions of this Agreement, or as otherwise directed in a writing signed by both Parties. If this Agreement is terminated as a result of a default by Buyer, the Title Company shall promptly deliver the Earnest Money to Seller. If this Agreement is terminated as a result of a default by Seller, the Title Company shall promptly return the Earnest Money to Buyer.

3. Due Diligence.

3.1. Property Access. Buyer may access the Property from time to time for the purpose of making studies and inspections of the Property as reasonably requested by Buyer, including, but not limited to, for the purpose of determining the feasibility of constructing residential homes on the Property. Buyer shall indemnify, defend, and hold harmless Seller from and against all losses, damages, claims, liens, liabilities, costs, and expenses (including, without limitation, attorneys' fees) caused by Buyer's exercise of its rights under this Paragraph 3.1.

3.2. Title Commitment. Within fifteen (15) days after the date of this Agreement, Seller shall deliver or cause to be delivered to Buyer, at no cost or expense to Buyer, the Title Commitment.

3.3. Due Diligence Issues. Buyer may at any time or from time to time during the Due Diligence Period give Seller written or oral notice of any concerns Buyer may have regarding the Property, including, without limitation, title and survey issues. Seller shall in good faith and in a commercially reasonable manner address such concerns with Buyer, but without any obligation to resolve such concerns. In no event will the process described in this Paragraph 3.3 extend the Due Diligence Period. Seller hereby represents and warrants to Buyer that the Seller's representatives are the individuals employed by, or affiliated with, Seller who possess the most and best information and understanding with respect to the Property. Notwithstanding the foregoing, Seller's representatives have no duty and no affirmative obligation to provide Buyer any further information with respect to the Property, except such information as can be obtained through a cursory review of the primary property file maintained by Seller with respect to the Property.

3.4. Due Diligence Termination. On or before the expiration of the Due Diligence Period, Buyer may give Seller and the Title Company written notice that Buyer desires to terminate this Agreement, which Buyer may do in its sole and absolute discretion. If Buyer gives such written notice in a timely manner, this Agreement shall terminate, neither Party shall have any further obligation to each other and Buyer shall receive a return of the Earnest Money. If Buyer fails to give Seller and the Title Company such notice timely, Buyer shall be deemed to have waived such termination right and shall be bound to consummate the Closing.

4. Closing.

4.1. Date of Closing. The Closing shall occur on or before thirty (30) days after the Due Diligence Period.

4.2. Items to be Delivered by Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

4.2.1. Deed. The Deed, duly executed and acknowledged by Seller.

4.2.2. Title Policy. The Title Policy; provided, however, that such obligation shall be deemed to be satisfied fully if the Title Company is unconditionally committed at the Closing to issue the Title Policy within a reasonable time after the Closing.

4.3. Purchase Price. At the Closing, Buyer shall deliver or cause to be delivered to Seller the Purchase Price.

4.4. Additional Items. The Parties shall deliver to the Title Company such further documents and instruments as may be reasonably necessary or appropriate to consummate the transactions contemplated by this Agreement.

4.5. Instructions to Title Company. At the Closing, the Parties shall instruct the Title Company to record the Deed in favor of Buyer, and to record all other documents, including, without limitation, deeds of reconveyance and releases of liens, necessary for title to the Property to be insured by the Title Policy free and clear of all liens, encumbrances, and other matters, except for the Permitted Title Exceptions, on satisfaction of all of the conditions of, and requirements for, the Closing set forth in this Agreement. In connection with the Closing, the Parties shall provide to the Title Company or other closing agent any information and materials reasonably necessary to enable such closing agent to comply with the real estate transaction reporting requirements of Section 6045 of the Code.

4.6. Prorations; Closing Costs. Taxes and assessments shall be prorated as of the Closing Date. Seller shall pay for the Title Policy (standard coverage only, meaning subject to the standard printed exceptions), the Parties shall evenly divide all escrow costs, and all recording costs shall be customarily allocated, meaning that Buyer shall pay for the cost of recording the Deed and any other documents related to the acquisition of the Property, and Seller shall pay for the cost of recording any reconveyances, lien releases, or other documents necessary to remove any non-Permitted Title Exceptions. Subject to the approval of the Title Company, Buyer may obtain endorsements to, or extended coverage under, the Title Policy, but only at Buyer's sole cost and expense, and without delaying the Closing. Except as set forth in Paragraph 5.3, each Party shall pay for its own attorneys' fees and costs.

## 5. General Provisions.

5.1. Possession; Risk of Loss. Possession of the Property shall be transferred by Seller to Buyer on the Closing Date. Until the Closing is consummated, the risk of loss to the Property shall be borne solely by Seller.

5.2. No Real Estate Brokers or Agents. The Parties hereby represent and warrant to each other that neither Party has retained a broker or real estate agent in connection with the transaction contemplated by this Agreement. Each Party shall indemnify, defend, and hold harmless the other Party against any claim for a brokerage commission or similar fee in connection with the transaction contemplated by this Agreement based on an actual or alleged agreement made by a Party. The provisions of this Paragraph 5.2 shall survive the Closing.

5.3. Attorneys' Fees. If either Party brings suit to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover from the other Party the prevailing Party's reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing Party is entitled. The provisions of this Paragraph 5.3 shall survive the Closing.

5.4. Default. If Seller defaults in any of its obligations under this Agreement, and such default is not cured within five (5) business days after written notice is given by Buyer to Seller of such default, Buyer may, as Buyer's sole and exclusive remedy, either: (a) terminate this Agreement on written notice to Seller and the Title Company and receive a refund of the Earnest Money, as well as all reasonable out-of-pocket costs incurred by Buyer in connection with this Agreement; or (b) receive specific performance from Seller of the obligation concerned. If Buyer defaults in any of its obligations under this Agreement, and such default is not cured within five (5) business days after written notice is given by Seller to Buyer of such default, Seller may, as Seller's sole and exclusive remedy, terminate this Agreement on written notice to Buyer and the Title Company and receive the Earnest Money as liquidated damages and not as a penalty. In no event shall either Party be entitled to seek damages in the event of the default of the other Party under this Agreement. Notwithstanding the provisions of this Paragraph, the Parties shall nevertheless be entitled to the benefits set forth in Paragraph 5.3.

5.5. Notices. Any notice or demand to be given by either Party to the other shall be given in writing by personal service, fax (provided that a hard copy of any such notice has been dispatched by one of the other means for giving notice within twenty-four (24) hours after faxing), express mail, FedEx, DHL, or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, and addressed to such Party as follows:

If to Seller:

Nebo School District  
Attention: Reed B. Park  
District Legal Counsel  
350 South Main  
Spanish Fork, Utah 84660  
Telephone No. 801-354-7475  
Email: [reed.park@nebo.edu](mailto:reed.park@nebo.edu)

If to Buyer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email: \_\_\_\_\_

Either Party may change the address at which such Party desires to receive notice on written notice of such change to the other Party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the Party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change that was not properly communicated shall not defeat or delay the giving of a notice.

5.6. Time of Essence. Time is of the essence with respect to each provision of this Agreement.



5.7. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

5.8. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding on, the Parties and their respective heirs, personal representatives, successors and assigns.

5.9. Applicable Law; Jurisdiction; Construction. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. The Parties subject themselves to the exclusive jurisdiction of the courts of the state of Utah and agree to commence and maintain any lawsuit related to this Agreement in such courts. The Parties further agree that such courts are a convenient forum. Unless otherwise provided, references in this Agreement to Paragraphs are to Paragraphs in this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against either Party. The failure on the part of either Party to promptly enforce any right under this Agreement shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default.

5.10. Integration of Other Agreements. This Agreement, together with any exhibits attached to this Agreement, constitutes the entire agreement of the Parties and supersedes all previous contracts, correspondence, and documentation relating to the subject matter of this Agreement.

5.11. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

5.12. Titles and Headings. Titles and headings of Paragraphs of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

5.13. Pronouns. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person to whom reference is made may require.

5.14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

5.15. Authorization. Each individual executing this Agreement represents and warrants that such individual has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where such individual signs.

5.16. Form of Funds. Funds to be delivered under this Agreement shall be in the form of cash, cashier's check, or same day federal funds wire-transferred.

5.17. Exhibits. Each exhibit referred to in, and attached to, this Agreement is an integral part of this Agreement and is incorporated in this Agreement by this reference.

5.18. No Recording. Buyer shall not record this Agreement or a memorandum or notice of this Agreement.

5.19. Facsimile or Electronic Mail Signatures. Signatures to this Agreement transmitted by fax or electronic mail shall be valid and effective to bind the party so signing, it being expressly agreed that each party to this Agreement shall be bound by its own faxed or electronically mailed signature and shall accept the faxed or electronically mailed signature of the other party to this Agreement.

5.21. No Water Rights. The Parties hereby acknowledge and agree that no water rights will be transferred in conjunction with this Property transaction.

THE PARTIES have executed this Agreement effective as of the date first set forth above.

**SELLER:**

**BOARD OF EDUCATION OF NEBO  
SCHOOL DISTRICT  
A body corporate and politic of the State of Utah**

\_\_\_\_\_  
**By: CHRISTINE RILEY  
Its: Board President**

**Attest:**

\_\_\_\_\_  
**By: TRACY D OLSEN  
Its: Business Administrator**

**BUYER:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**By: \_\_\_\_\_  
Its: \_\_\_\_\_**

**CONSENT OF TITLE COMPANY**

THE UNDERSIGNED, Stewart Title Insurance Agency of Utah, Inc., 212 South Main, Suite 2, Spanish Fork, Utah, 84660; Telephone No. 801-794-3155, agrees to act as: (i) the escrow agent for the “Earnest Money,” as defined in, and in accordance with, the foregoing Purchase and Sale Agreement (the “Agreement”); and (ii) “the person responsible for closing” the purchase and sale transaction contemplated by the Agreement within the meaning of the Code (as defined in the Agreement) and to file all forms required thereby.

**STEWART TITLE INSURANCE AGENCY, INC.**

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

**Its:** \_\_\_\_\_

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

**EXHIBIT A**  
**to**  
**PURCHASE AND SALE AGREEMENT**

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**PROPERTY**

The Property referred to in the foregoing instrument is located in Utah County, State of Utah, and described as follows:

**Tax ID No. 34:619:0002**

Lot 2, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0003**

Lot 3, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0004**

Lot 4, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0005**

Lot 5, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0006**

Lot 6, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0007**

Lot 7, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0008**

Lot 8, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0009**

Lot 9, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0010**

Lot 10, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

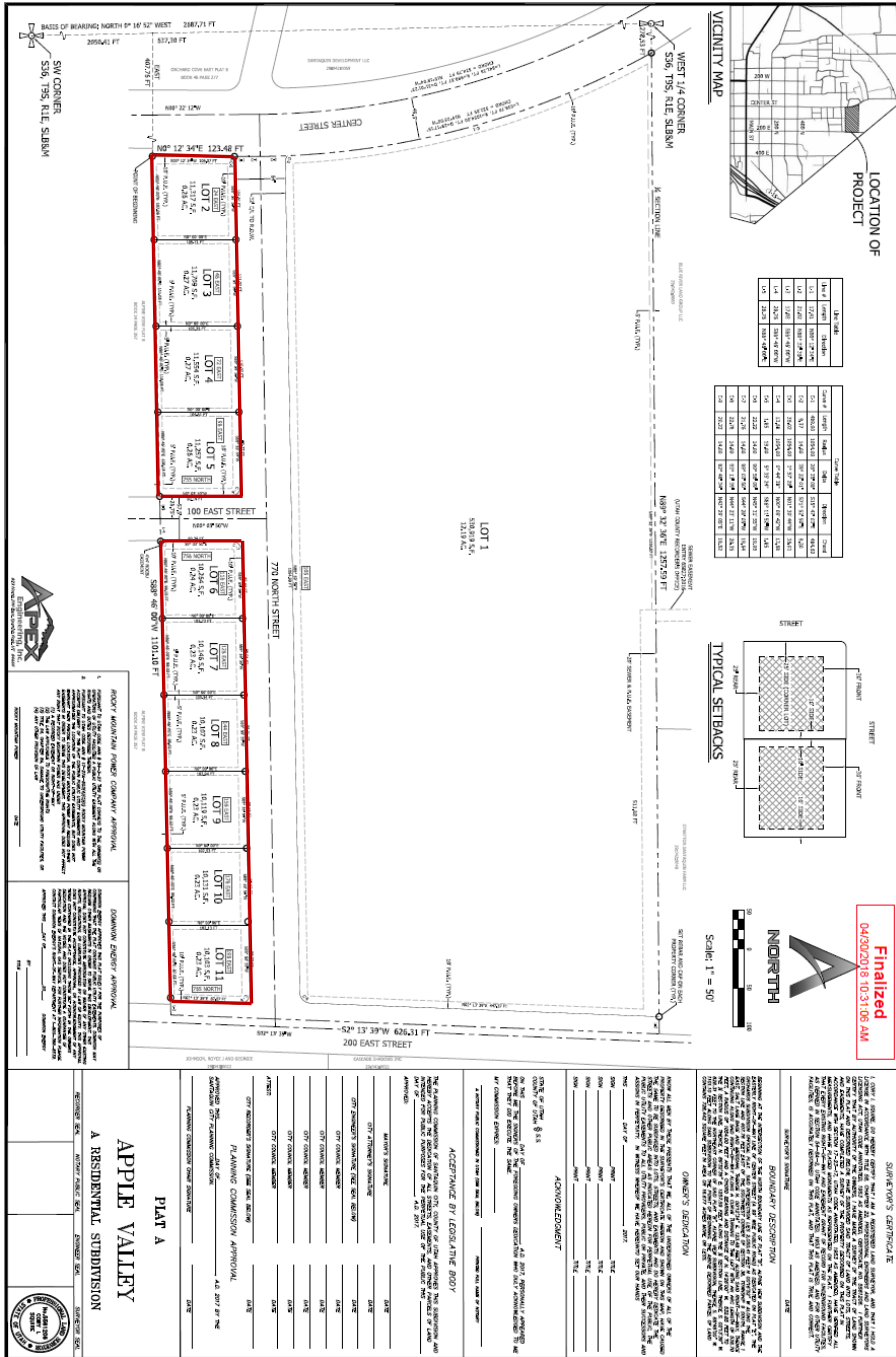
**Tax ID No. 34:619:0011**

Lot 11, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**EXHIBIT A – CONT.**  
to  
**PURCHASE AND SALE AGREEMENT**

**PROPERTY**

Plat A, Apple Valley, a Residential Subdivision, Santaquin, Utah, is attached below:



**EXHIBIT B**  
**to**  
**PURCHASE AND SALE AGREEMENT**

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**SPECIAL WARRANTY DEED**

**[See Attached Special Warranty Deed]**

**DO NOT SIGN – EXHIBIT ONLY**

WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIAL WARRANTY DEED**

THIS INSTRUMENT is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT, a body corporate and politic of the State of Utah (“Grantor”), whose address is 350 South Main, Spanish Fork, Utah, 84660; in favor of \_\_\_\_\_ (“Grantee”), whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor hereby conveys and warrants to Grantee against all who claim by, through or under Grantor, but not otherwise, certain real property located in the State of Utah, County of Utah, described as follows:

**[SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT “A”]**

Grantor has executed this instrument in favor of Grantee on the date set forth herein.

**GRANTOR:**

**BOARD OF EDUCATION OF  
NEBO SCHOOL DISTRICT  
A body corporate and politic of the State of Utah**

By: \_\_\_\_\_  
**CHRISTINE RILEY  
Board President**

By: \_\_\_\_\_  
**TRACY D OLSEN  
Business Administrator**

STATE OF UTAH        )  
                              :ss  
COUNTY OF UTAH    )

On the \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me, a Notary Public in and for the State of Utah, CHRISTINE RILEY and TRACY D OLSEN, who being by me duly sworn did say that they are the President and Business Administrator, respectively, of the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT, a body corporate and politic of the State of Utah, the signers of the above instrument, who duly acknowledged to me that they executed the same on behalf of said School District.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

**Tax ID No. 34:619:0002**

Lot 2, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0003**

Lot 3, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0004**

Lot 4, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0005**

Lot 5, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0006**

Lot 6, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0007**

Lot 7, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0008**

Lot 8, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0009**

Lot 9, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0010**

Lot 10, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

**Tax ID No. 34:619:0011**

Lot 11, Plat A, Apple Valley Subdivision, a Residential Subdivision, Santaquin, Utah, according to the official plat thereof on file at the office of the Utah County Recorder, State of Utah.

SUBJECT TO: (i) current taxes and assessments; (ii) rights-of-way, easements, covenants, restrictions, reservations, and other matters of record, other than any mortgage, judgment, or mechanic's lien created by, through, or under Grantor; and (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments, or other facts that a correct survey would disclose.

SUBJECT TO THE FOLLOWING: Grantor makes no warranties or representations to Grantee and/or their agents, successors, or assigns, as to the condition of the above-described property. The above-described property is being sold in its "AS IS" condition subject to all existing federal, state, and local laws, ordinances, and regulations. Grantor specifically disclaims all warranties, express or implied, concerning the condition of the above-described property.