

**UTAH DEPARTMENT OF  
TRANSPORTATION**  
Real Property Purchase Contract

*This is a legally binding contract.  
If you desire legal or tax advice, consult your attorney or tax advisor*

**THE PARCELS ON THIS CONTRACT IS/ARE:**

**NOT SUBJECT** to a First Right of Refusal

**SUBJECT** to a First Right of Refusal pursuant to **Utah Code §78B-6-521**

*The original owner who holds the First Right of Refusal will be notified by registered mail of the dollar amount and terms of the highest bid. The holder of the right will have 90 days from the date of the written notification to inform the Department whether the holder has agreed to exercise their right, or if they intend to waive it. If the original owner exercises the First Right of Refusal and pays for the Property, this contract shall terminate and UDOT shall refund the Earnest Money to the Buyer.*

The **Buyer** \_\_\_\_\_ agrees to purchase the Property described below from the Utah Department of Transportation (UDOT). **Buyer** commits to deliver **Earnest Money Deposit** at the close of the auction in the amount of \$ \_\_\_\_\_ in the form of a cashier's check or wire transfer. The **Earnest Money Deposit** will be held in an escrow account until the closing date and credited toward the Purchase Price and other amounts due from the **Buyer** as set forth herein.

**Property Address** \_\_\_\_\_ **City** \_\_\_\_\_ **County** \_\_\_\_\_

**1. ALSO DESCRIBED AS:**

**Pin** \_\_\_\_\_ **Project** \_\_\_\_\_ **Parcel(s)** \_\_\_\_\_

**LEGAL DESCRIPTION.** See attached deed

**2. WATER RIGHTS.** No Water Rights / Shares are included in this sale.

**3. PURCHASE PRICE.** The purchase price for the Property is \$ \_\_\_\_\_.

**4. APPRAISAL.** This offer is **not** contingent upon the **Buyer** obtaining an appraisal on the Property.

**5. FINANCING.** This offer is **not** contingent upon the **Buyer** securing a loan on the Property.

**6. ADDITIONAL TERMS.** There X are \_\_\_\_\_ are **not** addenda to this Contract containing additional terms. If applicable, the terms of the following addenda are incorporated in the contract by this reference:  
**Addendum No. 1 – Quit Claim Deed**

**7. CLOSING.** This transaction shall be closed on or before \_\_\_\_\_ at the designated Title Company, subject to any right of first refusal timeline. UDOT does not pay any of the fees associated with the closing and **Buyer** is responsible for all closing costs. UDOT will choose the designated Title Company. Possession shall be at the time of the recording of the deed and **Buyer's** portion of the property taxes shall be prorated as of closing. If applicable, **Buyer** will take the Property subject to the existing lease.

\_\_\_\_\_ *Seller's Initials*

\_\_\_\_\_ *Buyer's Initials*

Title Company to be used is: \_\_\_\_\_

Contact: | \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

8. **SURVEY.** UDOT will not accept a revised legal description. If the **Buyer** chooses to contract with an outside company for a survey it will be the responsibility of the surveyor to work with the County to change the legal description after closing.
  
9. **SELLER DISCLOSURES, WARRANTIES AND REPRESENTATIONS.** **Buyer** understands that **Seller** acquired the Property for transportation purposes and makes no representation concerning the condition and title of the Property. **Buyer** agrees to accept the Property in “as is” condition, including but not limited to, any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects were discoverable through an inspection or not. Except as provided in this Agreement, **Buyer** acknowledges that **Seller**, its agents and representatives negates and disclaims any representation, warranties, promises, covenants, agreements or guarantees, implied or express, with respect to the Property.
  - 9.1 **Seller** makes no representations concerning the conformity of the Property to any zoning, land use or building code requirements or compliance with any laws, rules or ordinances of state and local government; and
  - 9.2 The closing of this sale shall constitute acknowledgement by the **Buyer** that they had the opportunity to retain an independent, qualified professional to inspect the Property and that condition of the Property is acceptable to the **Buyer**.
  - 9.3 **Buyer** agrees that the **Seller** shall have no liability for any claims or losses the **Buyer** or assigns may incur as a result of defects that may now or hereafter exist on the Property.
  
10. **CONDITION OF PROPERTY.** **Buyer** hereby accepts the Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Property. **Buyer** acknowledges that neither the Department nor any agent of the Department has made any representation or warranty with respect to the condition of the Property or the suitability thereof for the conduct of the **Buyer**, nor has UDOT agreed to undertake any modification, alteration or improvement to the Property. **Buyer** agrees to accept the Property in its presently existing conditions “as is”, and that the Department shall not be obligated to make any improvements or modifications thereto. **Buyer** represents and acknowledges that it has made a sufficient investigation of the conditions of the Property existing immediately prior to the execution of the purchase agreement and is satisfied that the Property is fully fit physically and lawfully for **Buyer's** desired use.
  
11. **ANTIQUITIES.** It is understood and agreed that all treasure trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. The **Buyer** shall report any discovery of a “site” or “specimen” to the Division of State History in compliance with the provisions of Sections 9-8-305, and 307, Utah Code, as amended, and take such actions as may be required for the protection of said “site” or “specimen.”
  
12. **VENUE.** In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the \_\_\_\_\_ **Judicial Court** in and for \_\_\_\_\_ **County**.
  
13. **AUTHORITY OF SIGNERS.** If **Buyer** is a corporation, partnership, trust, limited liability Company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind the **Buyer**.
  
14. **COMPLETE CONTRACT.** This contract together with its addenda, and any attached exhibits, constitutes the entire Contract between the Parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.
  
15. **DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after Closing related to the Contract **MAY** (upon mutual agreement of the parties) first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation.

\_\_\_\_\_ *Seller's Initials*

\_\_\_\_\_ *Buyer's Initials*

16. **DEFAULT.** Both parties agree that should **Buyer** fail to close as set forth herein, **Seller** shall be (1) entitled to retain 100% of the Earnest Money Deposit as liquidated damages, it being agreed that estimating the **Seller's** actual damages may be difficult to ascertain. After **Seller** engages in good faith mitigation efforts, if **Seller's** actual damages exceed the Earnest Money Deposit amount, **Seller** retains the right to pursue and any all such additional damages as may be recoverable.
17. **FAX or SCANNED TRANSMISSION.** Facsimile or electronically scanned transmission of a signed copy of this Contract and any addenda shall be the same as an original.
18. **RISK OF LOSS.** All risk of loss or damage to the property shall be borne by the **Seller** until Closing.
19. **BUYER ACKNOWLEDGEMENTS:** Real Property is transferred by a Quit Claim Deed. Buyer has reviewed the map and the Quit Claim Deed for deed restrictions.
20. **ADDITIONAL EXPENSES.** In addition to the Purchase Price and Earnest Money Deposit, Buyer shall pay the following expenses:

Engineering Document Preparation	\$	<u>1,500.00</u>
Appraisal	\$	<u>0.00</u>
Administrative Fee	\$	<u>250.00</u>
Environmental	\$	<u>1,200.00</u>
Sales Processing Costs in the amount of	\$	<u>500.00</u>
<b>REMAINING BALANCE DUE AT CLOSING</b>	\$	TBD per HUD Statement

**21. REPRESENTATION.**

BUYER \_\_\_\_\_ is \_\_\_\_\_ is not represented by an agent.

*Agent* \_\_\_\_\_ *Phone* \_\_\_\_\_ *in behalf of*  
*Broker* \_\_\_\_\_ *Brokerage* \_\_\_\_\_

**22. OFFER TO PURCHASE AND TIME FOR ACCEPTANCE.** Buyer's offer is based on the above terms and conditions.

\_\_\_\_\_ *Seller's Initials*

\_\_\_\_\_ *Buyer's Initials*

**BUYER'S INFORMATION & SIGNATURE**

\_\_\_\_ Individual \_\_\_\_ Joint Tenants \_\_\_\_ Tenants in Common \_\_\_\_ Trust \_\_\_\_ Other \_\_\_\_  
(Please Specify)

\_\_\_\_ Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Company \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_ Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Company \_\_\_\_\_ Title \_\_\_\_\_

**ACCEPTANCE**

\_\_\_\_ ACCEPTANCE: Seller accepts this offer based on the terms and conditions specified.

\_\_\_\_ Name \_\_\_\_\_ Signature \_\_\_\_\_ Right of Way Director \_\_\_\_\_ Date \_\_\_\_\_  
Title

**SELLER'S INFORMATION**

Right of Way Division • Property  
Management Section 4501 South 2700  
West  
P.O. Box 148420  
Salt Lake City,  
Utah 84114-8420  
801-965-4209

\_\_\_\_ Seller's Initials

\_\_\_\_ Buyer's Initials