

Office of the Davis County Recorder



Davis
COUNTY

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/25/2020 03:39 PM
FEE \$40.00 Pgs: 16
DEP RTT REC'D FOR RALPH & DIANE CROOK

Recorder
Richard T. Maughan
Chief Deputy
Lailie H. Lomax

RETURNED

MAR 25 2020

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Agreement
(Document Type)
01-054-0001 and 01-054-0003
01-054-0002 ~~more~~
Tax Serial Number(s)

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This REAL PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 8 day of Feb. by and between CROOKED CREEK LLC, a Utah limited liability company ("Seller"), (the "Buyer"), with respect to the following:

RECITALS

01-056-0002
01-056-0003
01-056-0001

A. Seller is the owner of that certain real property located at 3077 South Highway 89 Bountiful, Utah, 84010, Parcel No. 01-056-0002 in Davis County, Utah (the "Real Property"), as more particularly described in Exhibit A hereto.

B. Seller agrees to sell the Real Property to Buyer and Buyer agrees to purchase the Real Property from Seller upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree that the terms and conditions of this Agreement as follows:

AGREEMENT

1. Purchase and Sale. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller in accordance with the terms and conditions of this Agreement, all of the following (collectively referred to as the "Property"):

- (a) The Real Property, including all right, title, and interest therein;
- (b) All rights, privileges, easements, and rights of way appurtenant to said Real Property, including without limitation, all mineral, oil and gas, and other subsurface rights, development rights, air rights, and water rights (collectively, the "Appurtenances");
- (c) All improvements and fixtures located on the Real Property, including, without limitation: (i) all structures affixed to the Real Property; (ii) all apparatus, equipment, and appliances used in connection with the operation or occupancy of the Real Property; and (iii) all facilities used to provide any services to the Real Property or the structures affixed thereto (collectively, the "Improvements"), excluding those fixtures owned by Tenants or other occupants of the Property or vendors of the Improvements, if any.
- (d) All tangible personal property located on and used in connection with the Real Property or the Improvements (excluding the personal property of Tenants or other occupants of the Property) (the "Personal Property").
- (e) All rights, title, and interest of Seller in and to the Leases, as defined hereafter in this Agreement.
- (f) All rights, warranties, guarantees, utility contracts, approvals (governmental or otherwise), permits, certificates of occupancy, surveys, plans and specifications, trademarks or tradenames, copyrights, and any agreements, covenants, or indemnifications that Seller received from a third party, including any prior owner, and relating to the Real Property, Appurtenances, or Improvements (collectively, the "Intangible Property").
- (g) All rights, title, and interest of Seller in and to those certain leases, lease amendments, guarantees, exhibits, addenda, and riders thereto and any other documents creating a

possessory interest in the Real Property or Improvements (collectively, the "Leases") with any persons leasing, using or occupying the Real Property or Improvements or any part of either (collectively, the "Tenants").

Notwithstanding anything herein to the contrary, "Property" does not include any Tenant fixtures or other property belonging to Tenants of the Property, or any item leased from third-parties.

2. Purchase Price. The purchase price ("Purchase Price") _____

\$650,000.00

). Buyer will pay the Purchase Price to Seller as follows:

(a) Earnest Money Deposit Seller acknowledges that Buyer has already delivered a \$30,000.00 towards the Deposit to Seller for the purchase of the Property.

(b) Seller Financing. On the Closing Date, Buyer will execute a Promissory Note, in substantially the same form attached hereto as Exhibit B, in favor of Seller in the amount of \$620,000.00. The Promissory Note will be secured by a first-position Deed of Trust on the Property, in substantially the same form attached hereto as Exhibit C. Payment of the Promissory Note will also be personally guaranteed, as set forth more fully in the Personal Guaranties, which will be executed in substantially the same form attached hereto as Exhibits D and E.

3. Permitted Exceptions. It shall be a condition to the purchase of the Property for Buyer's benefit that title to the Property be conveyed to Buyer by Special Warranty Deed, subject to the following permitted exceptions ("Permitted Exceptions"):

(a) a lien to secure payment of general and special real property taxes and assessments, to the extent not yet due and payable;

(b) matters affecting the Permitted Exceptions created by or with the written consent of Buyer or which do not materially and deleteriously affect Buyer's contemplated use of the Property in Buyer's reasonable judgment;

(c) all matters which would be disclosed by an inspection or a survey of the Property;

(d) all exceptions which are disclosed by the Title Commitment described below which are approved or deemed approved by Buyer as provided herein;

(e) valid, existing easements or rights-of-way and any rights, interests, reservations or exceptions appearing of record;

(f) any Declaration of Covenants, Conditions and Restrictions affecting the Property, which Buyer has caused to be recorded with respect to the Property, with the consent and approval of Seller;

(g) any Special Improvement District with respect to the Property;

(h) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property; and

(i) a License in substantially the same form as that attached hereto as Exhibit F, in favor of Seller for personal storage in two rooms in the office area of the Property and a warehouse, and for the use of two parking lots, during the period that the Note is paid in full.

4. Title Policy. Title shall be evidenced by a title insurer or agent for title insurer ("Title Company") issuing its ALTA Owner's Form Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions.

5. Closing. The closing of the transaction contemplated hereby shall occur in escrow no later than **five business days after the expiration of the Due Diligence Period ("Closing Date")**, unless otherwise extended in writing.

6. Conditions to Closing.

(a) Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions on or prior to the dates designated below for the satisfaction of such conditions.

(i) Buyer's Review of Title. Seller shall cause the Title Company to issue a title insurance commitment ("Commitment") with respect to the Property and deliver the same to Buyer along with legible copies of all documents referred to on Schedule B, Section 2 of the Commitment (the "Underlying Documents") within five (5) business days following the Effective Date. Buyer shall have until 48 hours before the end of the Due Diligence Period, hereafter defined (the "Title Review Period") to give Seller and Escrow Holder written notice ("Buyer's Title Notice") of Buyer's disapproval or conditional approval of any matters shown in the Commitment and the Underlying Documents (collectively, the "Title Documents"). The failure of Buyer to give Buyer's Title Notice on or before the end of the Title Review Period shall be deemed to constitute Buyer's approval of the Permitted Exceptions to the Property.

(A) If Buyer expressly disapproves or expressly conditionally approves any matter of title shown in the Title Documents, then Seller may, but shall have no obligation to, within 24 hours after its receipt of Buyer's Title Notice ("Seller's Election Period"), elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters by giving Buyer written notice ("Seller's Title Notice") of those disapproved or conditionally approved title matters, if any, which Seller agrees to so eliminate or ameliorate by the Closing Date.

(B) If Seller does not elect to eliminate or ameliorate any disapproved or conditionally approved title matters, or if Buyer disapproves Seller's Title Notice, or if Seller fails to timely deliver Seller's Title Notice, then Buyer shall have the right, upon delivery to Seller and Escrow Holder (on or before 24 hours following the expiration of Seller's Election Period) of a written notice, to either: (1) waive its prior disapproval, in which event said disapproved matters shall be deemed approved and become part of the Permitted Exceptions; or (2) terminate this Agreement and the Escrow created pursuant hereto. Failure to take either one of the actions described in (1) and (2) above shall be deemed to be Buyer's election to take the action described in (1) above.

(C) If, in Seller's Title Notice, Seller has agreed to either eliminate or ameliorate to Buyer's satisfaction by the Closing Date certain disapproved or conditionally approved title matters described in Buyer's Title Notice, but Seller fails or is unable to do so, then Buyer shall have the right (which shall be Buyer's sole and exclusive right or remedy for such failure), upon delivery to Seller and Escrow Holder (on or before 24 hours prior to the Closing Date) of a written notice to either: (1) waive its prior disapproval, in which event said disapproved matters shall be deemed approved and become part of the Permitted Exceptions; or (2) terminate this Agreement and the Escrow created pursuant hereto. Failure to take either one of the actions described in (1) and (2) above shall be deemed to be Buyer's election to take the action described in (1) above.

(D) In the event this Agreement is terminated pursuant to the provisions of this Section, neither party shall have any further rights or obligations hereunder.

(ii) Buyer's Due Diligence and Inspection Rights. Buyer shall have until **five (5) business days after the Title Commitment is delivered to Buyer ("Due Diligence Period")** to conduct Buyer's Due Diligence as follows:

(A) Buyer's Review of Due Diligence Materials. Within 24 hours from the Effective Date, Seller shall deliver to Buyer the following documents (collectively, "**Due Diligence Materials**") to the extent they are in Seller's possession or control, or not previously delivered to Buyer:

(I) Seller's Existing Title Policy. A copy of any title policy insuring Seller's ownership interest in the Real Property and copies of any recorded or unrecorded documents affecting the Property, including, but not limited to, easements, mechanics liens, declarations, and restrictive covenants.

(II) Survey. A copy of any existing surveys of the Real Property.

(III) Reports. Copies of all environmental reports prepared by third parties, all mechanical, electrical, plumbing, civil engineering, drainage, and engineering reports, soil reports, test results, remediation reports, closure letters, correspondence from agencies, and other professional reports or surveys of the Property.

(IV) Permits. Copies of all governmental permits, certificates of occupancy, planned development, zoning and other approvals, zoning limitations, variances, and waivers in each case regarding the Property.

(V) Leases and Contracts. Copies of the Leases and Service Contracts, all licenses, occupancy agreements, use agreements, equipment leases, construction contracts, construction lien waivers, construction notices, sworn statements, all similar contracts and agreements affecting the Property, and all written notices and correspondence to or from any tenant.

(VI) Rent Roll. A current rent roll of the Property (the "**Rent Roll**"), containing such information with respect to each of the Leases as Buyer may reasonably require, including, without limitation: (i) each tenant's name, address, date of the lease, and the scheduled expiration date of the lease; (ii) information relating to any options to extend; (iii) the number of square feet of the leased premises; and (iv) the base rental amount, the additional rental amount (if any), and the amount of any security or other refundable deposit, and interest earned on the security deposit, if any, together with copies of all collection and credit reports pertaining to the Leases (if not shown on the Rent Roll) for the last year, current monthly tenant billings, aged receivables, and a list of Tenants with past due rent.

(VII) Operating Statements. Operating statements for the prior three (3) years (the "**Operating Statements**") and the current year;

(VIII) Tax Assessment. A copy of the property tax assessment and the tax bills with respect to the Property for the prior three fiscal years, and to the extent available, any notices of any real estate tax increase or decrease, and any and all documentation for any tax appeals.

(IX) Warranties. All warranties (including, without limitation, any roof warranty), guarantees, and indemnities for the Property, together with any work orders for the twelve months preceding this Agreement relating to expenses at the Property such as security, landscaping, etc.

(X) Utility Bills. All utility bills for the Property for the twelve months preceding this Agreement. ?

(XI) Service Contracts. All service contracts for the Property including, but not limited to, any short-term or long-term contracts for or relating to the heating and air conditioning systems, electricity, gas, water, snow removal, security, insurance, landscaping, roof maintenance, janitorial services, elevator maintenance (if applicable), and any other services provided to the Property. ?

(XII) Insurance. Seller's insurance certificates and an insurance loss claims history for the three years preceding this Agreement.

(XII) Other Information. If requested by Buyer, Seller shall provide Buyer, access to Seller's non-confidential property management files with respect to the Property and any additional information reasonably requested by Buyer. In addition, Seller shall promptly and in good faith, comply with any reasonable request by Buyer, during the term of this Agreement for: (a) any updates to the information or documents described herein; (b) any document, within Seller's possession, pertaining to the Property, although not included within the documents described herein; or (c) any information within Seller's knowledge pertaining to the Property.

(B) Buyer's Inspection of the Property. During the Due Diligence Period, Buyer may review the Property, including conducting such tests, studies, surveys, appraisals or other physical inspections of the Property as Buyer deems necessary or appropriate in its sole and absolute discretion and all information relating thereto (including the Due Diligence Materials) (the "Inspections"). At any time prior to the Closing (including during the Due Diligence Period), and at all times, Buyer and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "Buyer's Representatives") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property. ?

(C) Buyer's Right to Terminate. If Buyer is dissatisfied with the Property for any reason or no reason whatsoever, then Buyer shall have the right to terminate this Agreement upon written notice to Seller delivered at any time prior to 5:00 p.m. Mountain Time on the last day of the Due Diligence Period, in which event the Earnest Money Deposit shall be returned to Buyer, this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement). In the event Buyer does not so notify Seller of its election to terminate this Agreement as set forth in this Section, Buyer shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Buyer elects to terminate this Agreement as provided in this Section, the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement). *

(D) Extension of Due Diligence Period. The Due Diligence Period may be extended only by written agreement signed by Buyer and Seller. X

(iii) Seller's Obligations. As of the Closing Date, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement and Seller's representations and warranties contained in this Agreement shall still be correct. If Seller does not convey the Property as part of the Closing, then Seller shall be in default under this Agreement and Buyer shall have the remedies set forth herein.

(b) Conditions to Seller's Obligations. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to Buyer's timely performance of all the

obligations required by the terms of this Agreement to be performed by Buyer, and to Buyer's representations and warranties contained in this Agreement still being correct on the Closing Date.

7. Closing Deliveries.

(a) On the Closing Date, Seller shall deliver or cause to be delivered all of the following to the Escrow Holder:

(i). Deed. A Special Warranty Deed in substantially the form typically used in Davis County, Utah, executed by Seller and acknowledged, and in recordable form, conveying to Buyer, the Real Property, Improvements, and Appurtenances, subject only to the Permitted Exceptions;

(ii). FIRPTA Certificate. An Certificate executed by Seller stating its taxpayer-identification number for federal income tax purposes and affirming that Seller is not a foreign person within the meaning of Section 1445, et. seq. of the Internal Revenue Code (the "FIRPTA Certificate"), in substantially the same form attached hereto as Exhibit G;

(iii). Assignment and Assumption of Lease. An Assignment and Assumption of the Lease dated July 30, 2017 with the Oscar Navas Family (the "Assignment of Lease"), in substantially the same form attached hereto as Exhibit H, executed by Seller and assigning to Buyer all of Seller's right, title and interest in that Lease and in which Buyer shall assume all of Seller's obligations under the Lease from and after the Closing Date;

(vii). Physical Possession. At Closing, Seller shall deliver to Buyer all keys, key cards, combinations, and codes relating to the operation of the Property; and

(viii). Other Documents. At Closing, Seller and Buyer shall deliver to each other any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the purpose and intent of this Agreement.

8. Costs and Expenses. The cost of the Title Policy shall be paid by Seller for standard coverage. If Buyer elects to obtain ALTA extended coverage and/or any title endorsements to the Title Policy, then Buyer shall pay any additional premiums or other costs additional to the premium for standard coverage. The cost of any survey prepared with respect to the Property in connection with this transaction shall be paid by Buyer. The escrow fee of Escrow Holder and related costs (including, without limitation, Escrow Holder's customary charges to buyers and sellers for document drafting and miscellaneous charges) shall be split equally by Seller and Buyer as is customary in Davis County, Utah. Documentary and transfer taxes and recording fees shall be paid by Seller. Buyer shall pay any cost associated with any financing Buyer obtains for the Purchase Price. Other costs not specifically allocated herein shall be paid one-half by Seller and one-half by Buyer. If as a result of no fault of Buyer or Seller (i.e., a condition to Closing is not satisfied or waived), Escrow fails to close, Buyer and Seller shall share equally all of Escrow Holder's fees and charges. Buyer and Seller shall pay their respective legal fees and costs in connection with the transaction described herein, except as expressly provided to the contrary herein.

9. Prorations. The following prorations shall be made between Seller and Buyer on the Closing Date, computed as of the Closing Date:

(a) Taxes and Assessments. Real property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period" (as hereinafter defined) and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Closing Date, inclusive, whether or not

the same shall be payable prior to the Closing Date. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Closing Date occurs. In the event that as of the Closing Date the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then such taxes and assessments will be re-prorated between the parties to reflect the actual amount of such taxes and assessments. The provisions of this Section shall survive the Closing.

(b) Adjustment. In the event that any prorations, apportionments or computations made under this Section shall require final adjustment, then the parties hereto shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same. Any corrected adjustment or proration will be paid in cash to the party entitled thereto within ten (10) days of such corrected adjustment or proration being made.

10. Disbursements and Other Actions by Escrow Holder. At Closing, Buyer and Seller shall cause Escrow Holder to promptly undertake all actions necessary to close the transaction under this Agreement by delivering a Closing Instruction Letter consistent with this Agreement to Escrow Holder prior to Closing.

11. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property from Seller, Seller makes the following representations and warranties to Buyer, each of which is material and being relied on by Buyer:

(a) Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

(b) The Property is not subject to any lease (other than the lease with the Water Doctor Inc.), option or other contract, either written or verbal, and without the written consent of Buyer, Seller shall not enter into any new agreements regarding the Property.

(c) There is no existing agreement(s) whereby Buyer will be obligated to make any payments or reimbursements to any adjoining property owners, developers, or other third parties in connection with the Property except for the normal fees and charges to governmental entities having jurisdiction;

(d) To Seller's knowledge, there is no claim of any third person or pending litigation regarding the Property or against the Seller which might affect Seller's ability to perform its obligations under this Contract;

(e) To Seller's knowledge, there is no contamination, toxic waste or hazardous materials on the Property, nor has any claim for such been made against Seller or the Property; and

(k) Seller owns the entirety of the Property. ✓

12. Buyer's Covenants, Representations, Acknowledgments and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following covenants, representations, acknowledgments and warranties, each of which is material and is being relied upon by Seller:

(a) Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

13. SELLER'S REMEDIES UPON DEFAULT BY BUYER. If Buyer commits a default under this Agreement, Seller may terminate the parties' rights and obligations to purchase the Property; and retain the amounts represented by the Deposit. Buyer and Seller agree: (a) that it is impossible to ascertain the exact damages which will be suffered by Seller should Buyer fail to close without legal excuse; (b) that sale of the property in a timely fashion is important to the Seller; (c) that the damages to the Seller will be affected by many items, including but not limited to, fluctuation of interest rates, as well as local market conditions; (d) that the Deposit is a fair and reasonable approximation of the damages which will be suffered by the Seller if Buyer fails to close without legal excuse; and (e) in case of Buyer's failure to close, Seller's sole remedy shall be the retaining of the Deposit as liquidated damages and not a penalty for the injuries incurred by Seller. Seller and Buyer acknowledge that they have read and understand the provisions of this Section and by their initials immediately below agree to be bound by its terms.

ONC.A
Buyer's Initials

[Signature]
Seller's Initials

14. BUYER'S REMEDIES UPON DEFAULT BY SELLER. If Seller commits a default under this Agreement, Buyer may: (i) terminate the parties' rights and obligations to purchase the Property by written notice, at which time the Escrow Holder shall return the Deposit to Buyer, with interest earned, if any; (ii) continue this Agreement and pursue equitable relief, including, without limitation, specific performance of this Agreement; or (iii) terminate this Agreement by written notice and pursue an action for damages for Buyer's actual out of pocket expenses. If Buyer elects the remedy in subsection (ii) above, it must commence and file such specific performance action not later than thirty (30) days following the Closing Date. Seller and Buyer acknowledge that they have read and understand the provisions of this Section and by their initials immediately below agree to be bound by its terms.

ONC.A
Buyer's Initials

[Signature]
Seller's Initials

15. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding commenced prior to Closing. If any such damage or proceeding relates to or may result in the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to: (i) terminate this Agreement and neither party shall have any further rights or obligations hereunder except as provided elsewhere herein, or (ii) continue the Agreement in effect, in which event, upon the Closing, Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding relating to the Property and there shall be no adjustment to the Purchase Price.

16. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, email, or overnight delivery for next business day delivery and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, upon receipt or refusal to accept delivery as indicated on the return receipt, (iii) if by email, upon the date received, or (iv) if delivered by Federal Express or other overnight courier for next business day delivery, the business day immediately following the date sent.

To Buyer:

Oscar Humberto Navas, Candida
Estela Alvarado, of our Church
Casa De Dios

To Seller:

Crooked Creek LLC
4620 W. 3825 S.
West Haven, UT 84401

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

17. Legal Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment, or out of court settlement shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees (collectively "Costs") incurred in enforcing, perfecting and executing such judgment. For the purposes of this paragraph, Costs shall include, without limitation, reasonable attorneys' fees, costs and expenses incurred in the following (i) judgment and post-judgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation.

18. Assignment. Buyer shall not assign, transfer or convey its rights and/or obligations under this Agreement and/or with respect to the Property without the prior written consent of Seller, which consent Seller may not unreasonably withhold. Any attempted assignment without the prior written consent of Seller shall be void. Notwithstanding the foregoing, Buyer may assign its rights and/or obligations under this Agreement to any affiliate of which Buyer has a controlling interest.

19. Miscellaneous.

- (a) Survival of Covenants. The covenants, representations and warranties of Buyer and Seller set forth in this Agreement shall survive the recordation of the Deed, the termination of this Agreement, and the Close of Escrow and shall not be deemed merged into the Deed upon its recordation.
- (b) Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use good faith efforts to accomplish the Closing in accordance with the provisions hereof.
- (c) Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.
- (d) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- (e) Captions; Interpretation. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. The use of the terms "hereof," "herein," and "hereunder" shall mean and refer to this Agreement as a whole, unless the context expressly requires otherwise. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party or parties causing this Agreement to be drafted.
- (f) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.
- (g) Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.
- (h) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- (i) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- (j) Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.
- (k) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- (l) Partial Invalidity. If any portion of this Agreement, as applied to either party or to any circumstances, shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way effect the validity or enforceability of the remaining portions of this Agreement.

(m) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. *

(n) Business Days. In the event any date described in this Agreement relative to the performance of actions hereunder by Buyer, Seller and/or Escrow Holder falls on a Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next business day thereafter. *

(o) Non-Liability. Buyer and Seller hereby acknowledge and agree that it is an express condition upon which this Agreement is made that no officer, manager or member of Buyer shall ever be made personally liable for the obligations of Buyer hereunder.

(p) Confidentiality. Seller and Buyer will each hold in strict confidence all documents and information concerning the other and its business and properties; and if the transaction contemplated hereby should fail, such confidence shall be maintained and all such documents and information (in written form) shall immediately be returned to the party originally furnishing the same. No press or public disclosure, either written or oral, of the existence or terms of this Agreement shall be made by either Buyer or any Seller without the consent of any other. This provision shall not, however, be construed to prohibit Buyer or any Seller from disclosing to its investors, legal counsel, accountants and broker/dealers such terms of the transaction as are customarily disclosed to them in connection with similar acquisitions, provided that such investors, consultants, legal counsel, accountants and broker/dealers are informed of the confidentiality provisions of this paragraph and agree to be likewise bound.

(q) Choice of Laws. This Agreement shall be construed according to the laws of the State of Utah.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed this
AGREEMENT as of the day and year first written above.

BUYER:

OSCAR HUMBERTO NAVAS
CANDIDA ESTELA ALVARADO
OF OUR CHURCH CASA DE DIOS

By: [Signature] 2/8/2020
Name: Oscar H. Navas
Title: Pastor

By: [Signature] 2/8/2020
Name: Candida Alvarado
Title: Pastora

SELLER:

CROOKED CREEK LLC, a Utah limited liability company

By: [Signature] 2/8/20 [Signature]
Name: Ralph H. Crook
Title: President

By: [Signature] [Signature]
Name: Diane D. Crook
Title: vice president/secretary 2/8/20

EXHIBIT A

Legal Description of the Property

That certain real property located in the Davis County, State of Utah, and more particularly described as follows:

Parcel 1:

All of Lot 18, Block 2, AMENDED PLAT OF IRFRED PARK SUBDIVISION, Bountiful City, Davis County, Utah, according to the official plat thereof.

Parcel 2:

Beginning at the Northwest corner of Lot 18, Block 2, AMENDED PLAT OF IRFRED PARK SUBDIVISION, a subdivision of part of the Northeast Quarter of Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°13'15" West 93.50 feet to the East line of U.S. Highway 91; thence South 29°22'20" West 110.00 feet along said highway; thence North 89°13'15" East 148.20 feet to the West line of Lot 18 of said subdivision; thence North 0°27' West 95.11 feet along said West line to the point of beginning.

Parcel 3.

Beginning at a point South 0°27' East 95.11 feet from the Northeast corner of Lot 19, Block 2, AMENDED PLAT OF IRFRED PARK SUBDIVISION; thence South 0°27' East 104.89 feet to Noall Avenue; thence following a 70 foot radius curve to the right for an arc distance of 36.84 feet along Noall Avenue; thence North 60° 36'40" West 145.15 feet along Noall Avenue to U.S. Highway; thence North 29°22'20" East 24.18 feet along said highway; thence North 89°13'15" East 148.20 feet to the point of beginning.

TAX ID: 01-056-0003, 0002 & 0001

Description of Attached Document

Title of Type of Document Real Property Purchase and Sale Agreement

Document Date 3/25/2020 Number of Pages 13

Corporate Acknowledgment

State of Utah

County of Davis

On this 25th day of March, 2020 personally appeared before me
date month year

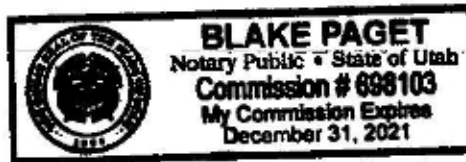
Diane Crook and Ralph Crook, whose identity is personally known to me, or
name of document signer
(proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed did say
that he/she is the Owner of
title of office

Crooked Creek LLC and that said
name of corporation

document was signed by him/her in behalf of said *Corporation by Authority of its Bylaws,
or (Resolution of its Board of Directors), and said Diane Crook and Ralph Crook
name of document signer
acknowledged to me that said *Corporation executed the same.

Witness my hand and official seal.

[Signature]
Notary Signature



(notary seal)

Description of Attached Document

Title of Type of Document Real Property Purchase And Sale Agreement

Document Date 3/25/2020

Number of Pages 13

Acknowledgment

State of Utah

§
County of Davis

On this 25th day of March, in the year 2020, before me

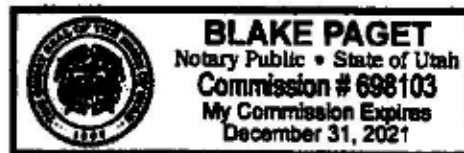
Blake Paget a notary public, personally appeared

Oscar Navas and Condoia Alvarado, proved on the basis of satisfactory

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she they) executed the same.

Witness my hand and official seal.

Blake Paget
Notary Signature



(seal)