

**WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT**

On this 16th day of DECEMBER, 2014, **NNA Enterprises, LLC, a Utah limited liability company**, GRANTOR, of **4281 South Bluebird Drive, West Valley City, Utah 84120**, hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Special Warranty Deed, a tract of land for right-of-way purposes. Said property being granted to West Valley City is described as follows and is referred to in this Agreement as the "Property":

A parcel of land located in the Southwest Quarter of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being part of Lot 31, West Valley Truck Center Subdivision, as recorded in Book 99-10P at page 293 in the Office of the Salt Lake County Recorder, more particularly described as follows:

Beginning at the northwest corner of said Lot 31; thence N.89°40'47"E. 522.13 feet along the northerly boundary line of said Lot 31; thence southerly 38.15 feet along the arc of a 60.00-foot radius non-tangent curve to the left, (chord bears S.18°32'03"E. 37.51 feet) along the northeasterly boundary line of said Lot 31; thence westerly 209.71 feet along the arc of a 2467.00-foot radius non-tangent curve to the left, (chord bears S.84°35'52"W. 209.65 feet) to the point of reverse curvature of a 2533.00-foot radius curve to the right; thence westerly 280.22 feet along the arc of said curve, (chord bears S.85°19'55"W. 280.08 feet); thence S.43°09'39"W. 68.25 feet to the westerly boundary line of said Lot 31; thence N.00°13'50"E. 124.96 feet along said westerly boundary line to the point of beginning, containing 32,239 square feet in area or 0.740 acre.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR, may assign to lien-holder in obtaining the partial releases.
2. The City shall pay \$233,733, in cash, for the Property. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property. Closing shall occur within sixty days of the execution of this Agreement.
3. Construction shall be in accordance with project plans and specifications, which have been provided to GRANTOR. No work, improvement, alteration, or maintenance will be done or made other than or in addition to that provided for in this Agreement.
4. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify, and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Property. The indemnification required by

this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. The provisions of this Section 4 shall survive the termination of this Agreement.

5. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property. The performance of this Agreement constitutes the entire consideration for the grant of the Property and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

6. Prorations:

- (i) All water, sewer, and utility charges for the Property;
- (ii) All levied or pending assessments for the Property;
- (iii) Current rents received from the Property, if any.

7. GRANTOR shall furnish a standard title policy acceptable to the City in the City's sole discretion. All other closing costs shall be paid by the City.

8. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes. GRANTOR also agrees to pay any rollback taxes or fees-in-lieu under the Farmland Assessment Act, whether said rollback taxes are imposed before or after closing.

(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

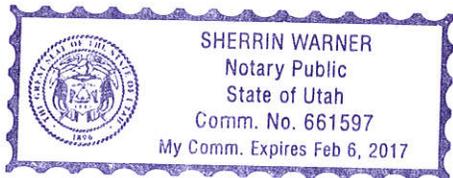
GRANTOR:

NNA Enterprises, LLC, a Utah limited liability company

Jatinder Gupta
By: _____
Title: **MANAGER**

State of UTAH)
County of SALT LAKE)
:SS

On this 16 day of DECEMBER, 2014, personally appeared before me JATINDER JACK GUPTA - NNA ENTERPRISES, who, being by me duly sworn did say that he/she is the MANAGER of NNA Enterprises, LLC, a Utah limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.



Sherrin Warner
Notary Public

WEST VALLEY CITY

Mayor

ATTEST:

City Recorder