

**Invitation to Bid:  
Sale of Surplus Houses**

Utah County Public Works  
2855 South State Street  
Provo, UT 84606  
(801) 851-8602

April 2010

BIDS DUE: before 3:00 p.m. Mountain Time, Wednesday, April 28, 2010

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To all interested/qualified parties:

Utah County is accepting sealed bids from parties desiring to purchase any of thirteen (13) surplus existing houses currently located on Utah County owned properties along a portion of the North County Boulevard project in Highland, Utah.

This sale is of the HOUSES ONLY and DOES NOT INCLUDE ANY PROPERTY.

Each house purchased through this sale must be removed from Utah County property by the purchaser before May 31, 2010. Currently occupied houses shall not be moved prior to May 1, 2010. Unoccupied houses may be moved anytime following receipt of payment.

Each house is described and shown in the attached Exhibit A.

The minimum bid amount per house acceptable to Utah County is \$10,000.00. Bids submitted for less than the specified minimum amount will be rejected. The sale of each house will be awarded to the highest responsive and responsible bidder for that particular house. Utah County reserves the right to reject any or all bids for any reason(s) deemed in the interest of Utah County.

Sealed bids must be delivered to the Utah County Purchasing Agent, 100 East Center Street, Suite 3600, Provo, Utah 84606, before 3:00 p.m. Mountain Time, Wednesday, April 28, 2010. Each sealed bid must be identified by the words "Sealed Bid for Surplus Houses" clearly written on the outside of the envelope. Bids will be opened at 3:30 p.m. Mountain Time that day. LATE BIDS WILL NOT BE ACCEPTED.

The sealed bid must be submitted on the Bid Form included herein. If a bidder wishes to bid on more than one house, a separate completed Bid Form must be submitted for each house, and the said multiple separate forms may be included in one sealed envelope.

The houses may be purchased by any interested party. A buyer must be at least 18 years of age and legally able to enter into binding contracts as a buyer in an auction.

Bid amounts must be in U.S. funds in the form of currency, cashier's check, certified check, or money order. Checks shall be made payable to "UTAH COUNTY TREASURER", and shall be delivered to the Utah County Purchasing agent.

Full payment of the purchase price shall be remitted to Utah County within 2 business days of the bid opening. Payment shall be in one lump sum, no partial payment will be accepted.

The sale is subject to the terms and conditions stated within the Bill of Sale Agreement, a sample copy of which is attached hereto as Exhibit B.

Any and all federal, state, and local taxes, fees, and associated expenses due on any purchased item shall be the responsibility of the Buyer to remit directly and will not be included by Utah County as part of the sale transaction.

Utah County makes no warranty, express or implied, as to the quality, condition, fitness of use, or serviceability of these houses. The houses are being sold as-is, where-is, and with all faults and defects therein. All sales are final and the house(s) purchased hereunder becomes the property of the purchaser. It shall be the responsibility of the purchaser to remove the house(s) from Utah County property before May 31, 2010. Successful bidder(s) may not remove the house(s) from the premises until the bid amount has been paid in full.

Each purchaser shall be responsible for terminating and disconnecting associated utilities prior to moving any house. Each purchaser shall, at purchaser's expense, obtain all required permits for moving any house. All expenses directly or indirectly associated with moving any house shall be the sole responsibility of the purchaser and shall not be paid by Utah County in any form.

Each purchaser shall be responsible, at purchaser's expense, for obtaining such environmental assessments as may be necessary to comply with federal, state, and local laws. If the environmental assessment identifies environmental risks in the House, then the Purchaser shall be responsible, at Purchaser's expense, to properly address and dispose of the environmental risks identified in the environmental assessment in such a way that meets or exceeds federal, state, and local laws.

Each purchaser shall be responsible, at purchaser's expense, to obtain a Commercial General Liability insurance coverage equal to or greater than \$2,200,000 per occurrence and to name "Utah County (100 East Center, Provo, Utah 84606), their elected officials, appointed officials, employees, agents, and volunteers" as certificate holders. Purchaser may satisfy the insurance requirement by using its licensed house moving company's Commercial General Liability insurance policy so long as that policy meets all of the requirements of the Bill of Sale Agreement.

If a purchased house is not removed from Utah County property before May 31, 2010, the purchaser shall forfeit the purchase price, and the title to the house will remain with Utah County, and Utah County will demolish the house at a time it deems appropriate as part of the associated road construction project.

The houses will be available for inspection by appointment only. Appointments for inspection may be made by contacting the Utah County Public Works Department at 801-851-8600 during regular business hours prior to April 23, 2010. Questions concerning this sale may be addressed to Don Nay, Associate Public Works Director, at the above phone number.

The auctioning and sale of all items, and any contract resulting therefrom, shall be governed by the laws of the State of Utah.

# BID FORM

## Invitation to Bid: Sale of Surplus Houses

Utah County Public Works  
2855 South State Street  
Provo, UT 84606  
(801) 851-8602

April 2010

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**Bid amount for House Number \_\_\_\_\_ :**

(See Exhibit A for House Numbers)

Bid Amount: \$ \_\_\_\_\_

The undersigned certifies that I have read, understand, and agree to all terms and conditions of this Invitation to Bid for the Sale of Surplus Houses and to the Bill of Sale Agreement, and agree that said terms and conditions shall form a binding contract between me and Utah County. If awarded this bid for purchase of a house, the undersigned agrees that upon payment of the purchase price all rights title and liabilities pertaining to the house shall pass to the undersigned. If awarded this bid for purchase of a house, the undersigned hereby agrees that the house is sold as-is, where-is, with no warranty, and the undersigned accepts full responsibility for the house purchased and agrees to indemnify and hold harmless Utah County, its agents and employees from any and all claims, damages, losses, liabilities and legal actions whatsoever which arise in whole or in part from the undersigned's, its agents, employees, successors or assigns use, transportation, storage, maintenance or disposition of the house specified herein. If awarded this bid for purchase of a house, the undersigned agrees to sign the Bill of Sale Agreement.

Bidder: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please print)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## EXHIBIT A

### Surplus Houses

March 2010

House Number	Serial No.	Property Address	Sq. Foot	Levels	Bed/Bath	Garage
1	14:003:0059	10348 N 4800 West, Highland	1576 Main/552 Basemnt	2	2/2	2-car
2	34:008:0027	10977 N 4800 West, Highland	1080 Main/900 Upper	2	4bed2bath	2-car
3	34:008:0029	10945 N 4800 West, Highland	1365 Main/1355 Basemnt	2	5/3	2-car
4	34:008:0030	10937 N 4800 West, Highland	1723 Main/1691 Basemnt	2	4/2.5	3-car
5	34:008:0031	10929 N 4800 West, Highland	1694 Main/1670 Basemnt	2	5/4	2-car
6	34:008:0040	4795 W Wasatch Dr, Highland	1000 Main/1188 Upper/538 Basemnt	3	4/3	2-car
7	34:008:0041	10930 N 4800 West, Highland	1974 Main/1175 Basemnt	2	5/2	1-car/carport
8	34:009:0001	4810 Country Club Dr, Highland	1378 Main/1378 Basemnt	2	6/4	2-car
9	34:009:0015	4815 Counry Club Dr, Highland	1348 Main/1348 Basemnt	2	5/3	2-car
10	34:082:0001	10815 N 4800 West, Highland	1650 Main/960 Basemnt	2	3/2	2-car
11	34:082:0002	10793 N 4800 West, Highland	1582 Main/1449 Basemnt	2	3/2	2-car
12	34:082:0003	10777 N 4800 West, Highland	1643 Main/1575 Basemnt	2	5/3	2-car
13	34:085:0001	10891 N 4800 West, Highland	1740 Main/1688 Basemnt	2	3/2.5	3-car



PROPERTY INFORMATION

Serial Number: 14:003:0059 Serial Life: 1980...

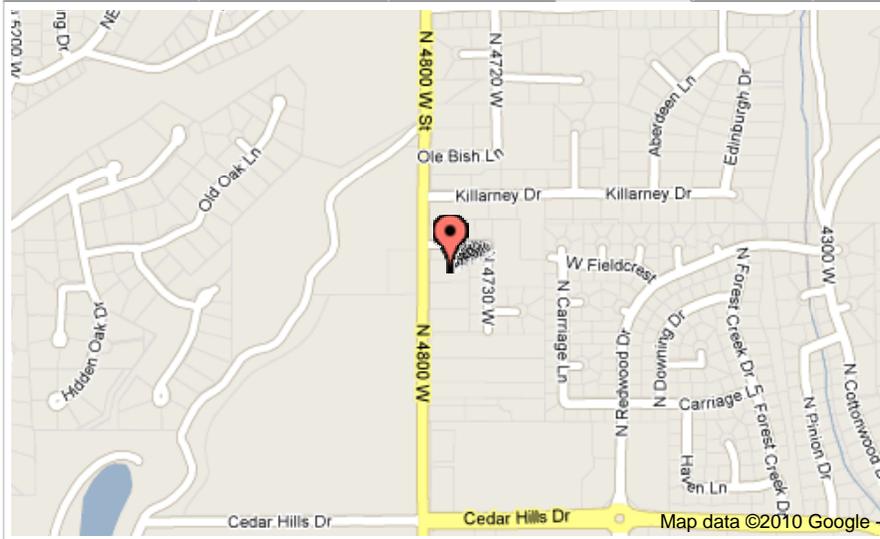
Property Address: 10348 N 4800 WEST - HIGHLAND
Mailing Address: 100 E CENTER ST PROVO, UT 84606-3106
Acreage: 0.92
Last Document: 37554-2009

Legal Description: COM S 241.77 FT & E 33.19 FT FR NW COR SEC 6, T5S, R2E, SLM; E 267 FT; S 02'42"E 150 FT; W 267 FT; N 02'42"W 150 FT TO BEG. AREA .92 AC



Total Photos: 1

Table with 7 columns: Owner Names, Value History, Tax History, Location, Photos, Documents, Exp Legal



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PROPERTY INFORMATION

Serial Number: 34:008:0027 Serial Life: 1980...

Property Address: 10977 N 4800 WEST - HIGHLAND

Mailing Address: 100 E CENTER PROVO, UT 84606

Acreage: 0.26

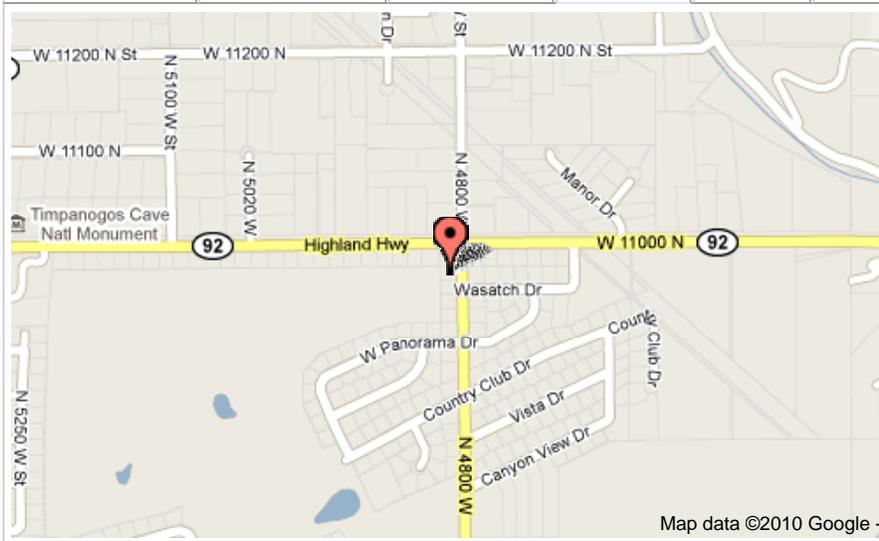
Last Document: 79984-2009

Legal Description: LOT 27, BLK 1, PLAT A, ALPINE COUNTRY CLUB SUBD.



Total Photos: 1

<a href="#">Owner Names</a>	<a href="#">Value History</a>	<a href="#">Tax History</a>	<a href="#">Location</a>	<a href="#">Photos</a>	<a href="#">Documents</a>	<a href="#">Exp Legal</a>
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PROPERTY INFORMATION

Serial Number: 34:008:0029 Serial Life: 1979...

Property Address: 10945 N 4800 WEST - HIGHLAND

Mailing Address: 5378 W 10400 N AMERICAN FORK, UT 84003

Acreage: 0.26

Last Document: 158809-2007

Legal Description: LOT 29, BLK 1, PLAT A, ALPINE COUNTRY CLUB SUBD.



8.25.2005

Total Photos: 1

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
<p>Map data ©2010 Google</p>						

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PROPERTY INFORMATION

Serial Number: 34:008:0030 Serial Life: 1979...

Property Address: 10937 N 4800 WEST - HIGHLAND

Mailing Address: 100 E CENTER PROVO, UT 84606

Acreage: 0.26

Last Document: 82913-2008

Legal Description: LOT 30, BLK 1, PLAT A, ALPINE COUNTRY CLUB SUBD.



Total Photos: 1

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
<p>Map data ©2010 Google -</p>						

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PROPERTY INFORMATION

Serial Number: 34:008:0031 Serial Life: 1979...

Property Address: 10929 N 4800 WEST - HIGHLAND

Mailing Address: 684 SUMMIT WY ALPINE, UT 84004

Acreage: 0.28

Last Document: 154736-2003

Legal Description: LOT 31, BLK 1, PLAT A, ALPINE COUNTRY CLUB SUBD.



Total Photos: 1

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
<p>Map data ©2010 Google -</p>						

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**PROPERTY INFORMATION**

**Serial Number:** 34:008:0040      **Serial Life:** 1980...

**Property Address:** 4795 W WASATCH DR - HIGHLAND

**Mailing Address:** 100 E CENTER PROVO, UT 84606

**Acreage:** 0.3

**Last Document:** [81643-2009](#)

**Legal Description:** LOT 1, BLK 3, PLAT A, ALPINE COUNTRY CLUB SUBD.



Total Photos: 2

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
<p>Map data ©2010 Google -</p>						

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PROPERTY INFORMATION

Serial Number: 34:008:0041 Serial Life: 1978...

Property Address: 10930 N 4800 WEST - HIGHLAND

Mailing Address: 100 E CENTER PROVO, UT 84606

Acreage: 0.28

Last Document: 82048-2008

Legal Description: ALL OF LOT 2, BLK3, PLAT A, ALPINE COUNTRY CLUB SUB.



Total Photos: 1

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
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PROPERTY INFORMATION

Serial Number: 34:009:0001 Serial Life: 1980...

Property Address: 4810 COUNTRY CLUB DR - HIGHLAND

Mailing Address: 100 E CENTER PROVO, UT 84606

Acreage: 0.3

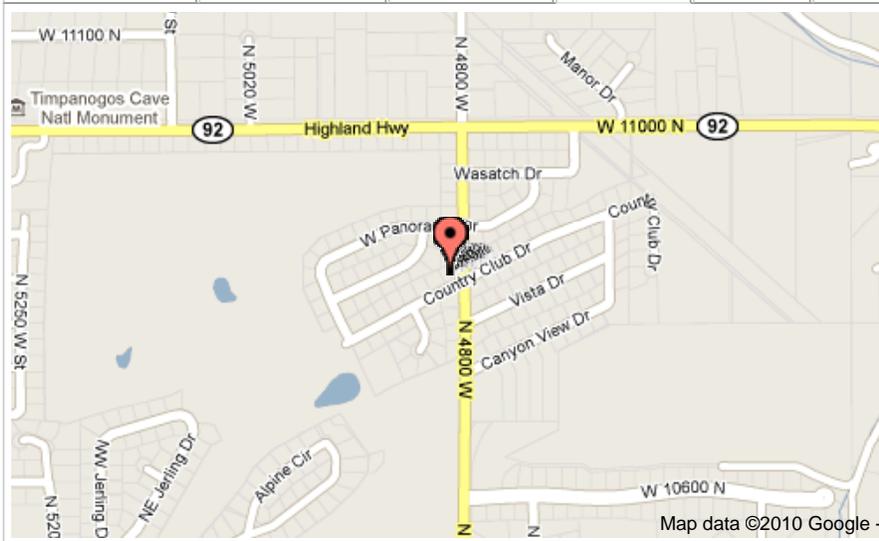
Last Document: 82371-2008

Legal Description: LOT 1, PLAT C, ALPINE COUNTRY CLUB SUBD.



Total Photos: 1

<a href="#">Owner Names</a>	<a href="#">Value History</a>	<a href="#">Tax History</a>	<a href="#">Location</a>	<a href="#">Photos</a>	<a href="#">Documents</a>	<a href="#">Exp Legal</a>
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**PROPERTY INFORMATION**

**Serial Number:** 34:009:0015

**Serial Life:** 2002...

**Property Address:** 4815 COUNTR Y CLUB DR - HIGHLAND

**Mailing Address:** 100 E CENTER PROVO, UT 84606

**Acreage:** 0.359757

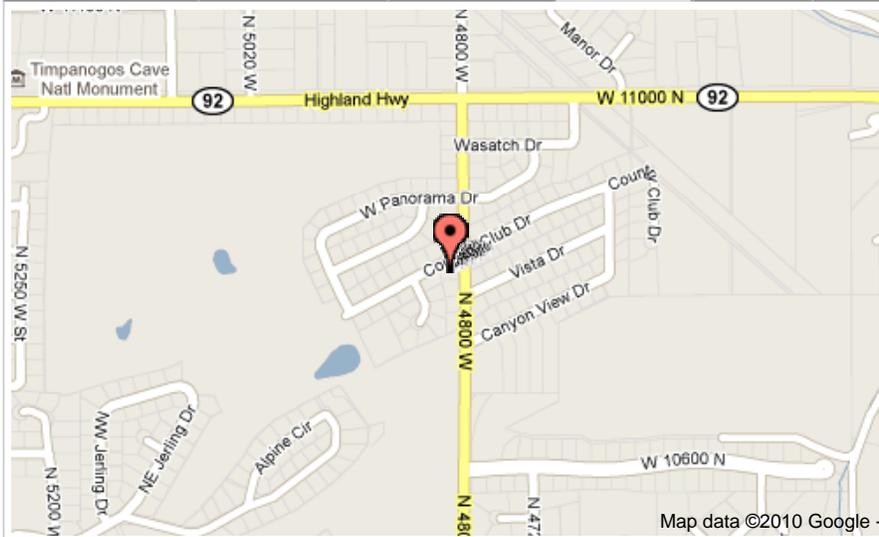
**Last Document:** [84067-2008](#)

**Legal Description:** PART LOT 14, PLAT C, ALPINE COUNTRY CLUB SUB DESCRIBED AS FOLLOWS:: COM N 0 DEG 4' 50" W 249.1 FT & S 89 DEG 55' 10" W 13.29 FT FR E 1/4 COR. SEC. 36, T4S, R1E, SLB&M.; N 59 DEG 41' 23" W 15.42 FT; S 62 DEG 32' 0" W 145.24 FT; S 12 DEG 7' 0" E 80 FT; N 89 DEG 9' 0" E 127.64 FT; N 0 DEG 51' 0" W 134.6 FT TO BEG. AREA 0.360 AC.



Total Photos: 1

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
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PROPERTY INFORMATION

Serial Number: 34:082:0001 Serial Life: 1985...

Property Address: 10815 N 4800 WEST - HIGHLAND

Mailing Address: 100 E CENTER PROVO, UT 84606

Acreage: 0.33

Last Document: 84773-2008

Legal Description: LOT 1, PLAT B, ALPINE COUNTRY CLUB SUB.



Total Photos: 1

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
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Map data ©2010 Google -

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**PROPERTY INFORMATION**

**Serial Number:** 34:082:0002      **Serial Life:** 1985...

**Property Address:** 10793 N 4800 WEST - HIGHLAND

**Mailing Address:** 100 E CENTER ST PROVO, UT 84606-3106

**Acreage:** 0.27

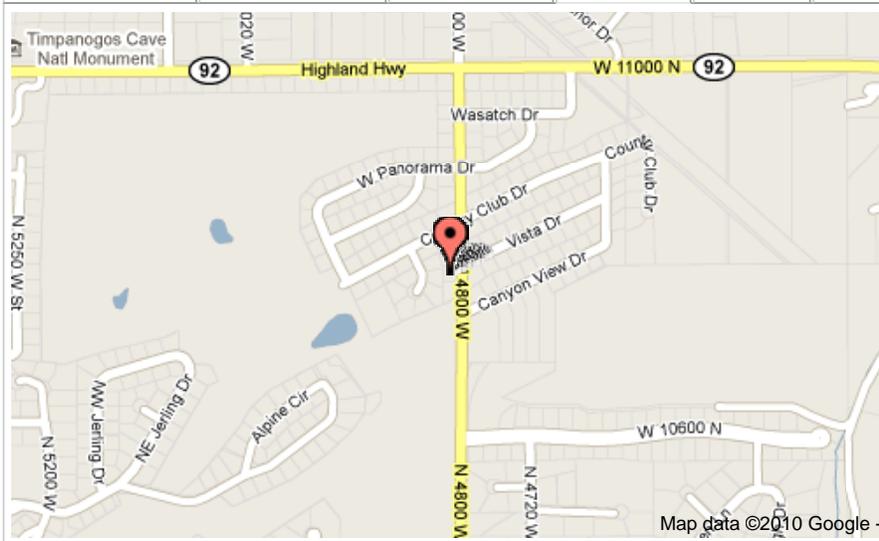
**Last Document:** [80995-2008](#)

**Legal Description:** LOT 2, PLAT B, ALPINE COUNTRY CLUB SUB.



Total Photos: 1

<a href="#">Owner Names</a>	<a href="#">Value History</a>	<a href="#">Tax History</a>	<a href="#">Location</a>	<a href="#">Photos</a>	<a href="#">Documents</a>	<a href="#">Exp Legal</a>
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**PROPERTY INFORMATION**

**Serial Number:** 34:082:0003      **Serial Life:** 1985...

**Property Address:** 10777 N 4800 WEST - HIGHLAND

**Mailing Address:** 100 E CENTER PROVO, UT 84606

**Acreage:** 0.29

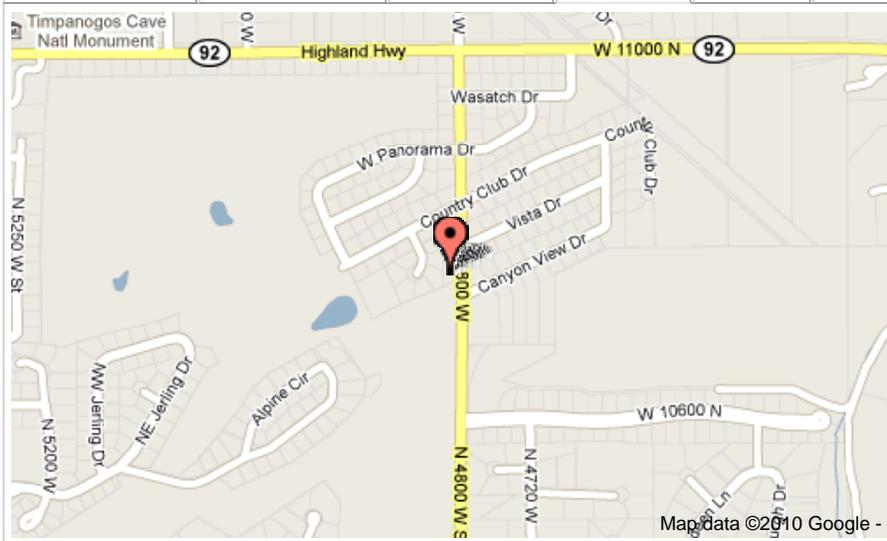
**Last Document:** [128094-2008](#)

**Legal Description:** LOT 3, PLAT B, ALPINE COUNTRY CLUB SUB.



Total Photos: 2

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
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PROPERTY INFORMATION

Serial Number: 34:085:0001 Serial Life: 1985...

Property Address: 10891 N 4800 WEST - HIGHLAND

Mailing Address: 100 E CENTER PROVO, UT 84606

Acreage: 0.36

Last Document: 82833-2008

Legal Description: LOT 1, PLAT N, ALPINE COUNTRY CLUB SUB.



Total Photos: 1

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
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The map displays a residential area with a red pin marking the property location at the intersection of N 4800 W and W 11000 N. Highland Hwy (92) runs horizontally across the top. Other streets shown include W 11100 N, N 5020 W, N 5250 W, N 5, W 10600 N, Wasatch Dr, Country Club Dr, Vista Dr, Canyon View Dr, and Alpine Cir. The Timpanogos Cave Natl Monument is visible in the upper left. Map data is attributed to ©2010 Google.

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## **EXHIBIT B**

Agreement No. \_\_\_\_

### **BILL OF SALE AGREEMENT**

WHEREAS, this Bill of Sale Agreement (“Agreement”), dated this \_\_\_\_ day of \_\_\_\_\_, 2010, is by and between UTAH COUNTY, a political subdivision of the State of Utah (“County”), whose principal office is located at 100 East Center Street, Provo, Utah 84606, and \_\_\_\_\_ (“Buyer”), whose address is \_\_\_\_\_, \_\_\_\_\_; and

WHEREAS, County owns a house (“House”) and real property located at \_\_\_\_\_, Utah; and

WHEREAS, County intends to keep the real property, but has declared the House surplus and for sale to the highest bidder by Resolution No. 2010-148; and

WHEREAS, Buyer was the highest bidder at a public auction held on April 28, 2010; and

WHEREAS, County and Buyer desire to use this Bill of Sale Agreement to clarify the rights and responsibilities of each Party with respect to the purchase and sale of the House, and the removal thereof from the real property.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.
2. Acquisition Amount. In exchange for this Bill of Sale Agreement, Buyer agrees to pay County the total sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), exclusive of closing, inspection and other related costs and fees (“Acquisition Amount”).
3. Security Interest. County promises that there are no liens against the House, recorded or otherwise, and therefore no monies are due to third parties that hold security interest on or against the House.
4. Taxes. County is a tax exempt entity and as such is not responsible for any property taxes and assessments. Buyer shall be responsible for all property taxes and assessments that being accruing upon the date of transfer, if any.

5. Inspection Rights. Buyer has had full opportunity to inspect and investigate the House, is fully satisfied with its condition and has agreed to accept the House in its present “as-is” condition. County hereby makes no representation or warranties as to the condition of the House or its suitability for Buyer’s intended use.

6. Utilities. Buyer shall be responsible, at Buyer’s sole cost and expense, for disconnecting all utilities from the House prior to its removal from the real property.

7. Permits. Prior to removing the House from the County’s real property, Buyer shall be responsible, at Buyer’s sole cost and expense, for obtaining all permits required from each municipality or governmental entity that will have authority over the House as it passes through each municipality’s jurisdiction.

8. Environmental Assessments and Removal. Prior to removing the House from the County’s real property, Buyer shall be responsible, at Buyer’s sole cost and expense, for obtaining such environmental assessments as may be necessary to comply with federal, state, and local laws. If the environmental assessment identifies environmental risks in the House, then the Buyer shall be responsible, at Buyer’s sole cost and expense, to properly address and dispose of the environmental risks identified in the environmental assessment in such a way that meets or exceeds federal, state, and local laws. Prior to removing the House from the County’s real property, Buyer shall provide to County a copy of a signed statement from a licensed environmental specialist which shows that Buyer has complied with federal, state, and local laws, if applicable.

9. Moving Costs. Buyer shall be responsible to hire a licensed house moving company and shall be responsible for all costs and expenses associated with moving the House off the County’s property and to Buyer’s new site. In no event shall County contribute to Buyer’s moving expenses.

10. Restoration. Buyer shall be responsible, at Buyer’s sole cost and expense, for maintaining County’s real property, and any appurtenances connected thereto, in a reasonably clean and neat condition during the course of Buyer’s moving activities. Upon moving the House, Buyer shall restore County’s real property, or any appurtenances connected thereto, to a condition equal to or better than the previously existing condition; provided, however, that County shall be responsible, at County’s sole cost and expense, for disposing of the House’s foundation.

11. Moving Date. Buyer shall move the House and restore the County’s real property no later than May 31, 2010. If the House is not moved and the real property restored by May 31, 2010, the Buyer shall forfeit the acquisition amount.

12. Indemnification. Buyer assumes any and all risks in the use of County’s real property and in Buyer’s movement and use of the House, and agrees to release, indemnify, and hold County, its officers, directors, employees and agents harmless against any and all claims, suits, losses, costs, demands, damages, liabilities, expenses, and causes of action of any kind, including the amount of any judgment, court cost, or legal fee incurred by one or any of them, in the defense of same, arising

in favor of any party, on account of claims, personal injuries, death or damages to property, violation of environmental laws and regulations, and all other claims or demands of every character arising out of Buyer's use of County's real property and in Buyer's movement and use of the House.

13. Insurance. Prior to removing the House from the County's real property, Buyer shall, at Buyer's sole cost and expense, obtain a Commercial General Liability insurance coverage equal to or greater than \$2,200,000 per occurrence or as modified by the County's risk manager pursuant to state statute during the term of this Agreement. **This insurance shall name "Utah County (100 East Center, Provo, Utah 84606), their elected officials, appointed officials, employees, agents, and volunteers" as certificate holders.** The insurance policy shall be with a company having not less than an "A" company rating and a Financial Rating of Class VI in "Best's Insurance Reports" or one of the Utah public agency mutuals. The insurance policy shall not be cancelable or subject to reduction of coverage or other modification or cancellation except on thirty (30) days prior written notice to the County by the insurer. All such policies shall be written as primary policies, not contributing with and not in excess of any coverage which the County may carry. Prior to removing the House from the County's real property, Buyer shall provide a Certificate of Insurance to the Utah County Attorney's Office/Civil Division, evidencing that the Buyer has this insurance in place and shall maintain said insurance for the duration of this Agreement. Buyer may satisfy this insurance requirement by using its licensed house moving company's Commercial General Liability insurance policy so long as that policy meets all of the requirements of this Agreement.

14. Execution of Agreement. This Agreement shall be valid only after it has been executed by the Commission and attested by the County Clerk and approved as to legal form by the County Attorney.

15. Effect of Agreement. Nothing in this Agreement shall be construed to relieve Buyer of any obligations imposed by Federal, State or local laws, ordinances, regulations or standards.

16. Controlling Law, Jurisdiction, Venue. This Agreement shall be governed by the laws of the State of Utah. The venue shall be in Utah County, Utah.

17. Entire Agreement. This Agreement shall constitute the entire agreement between the County and Buyer and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the Parties with regard to this transaction. Any modification of this Agreement shall be binding upon the Parties only when said modification is reduced to writing, signed by the Parties and is attached hereto as an Addendum.

18. Advice of Counsel. The Parties confirm, represent and warrant that they (a) have carefully read this Agreement, (b) understand the terms hereof, (c) have had the opportunity to seek the advice from legal counsel of their own choosing, (d) find it to be a fair and reasonable compromise of the disputed claims, defenses and issues, (e) are executing this Agreement as a voluntary act, and (f) agree to be bound by and to faithfully execute the terms of the Agreement. The Parties further confirm, represent and warrant that they are not under duress, and they

acknowledge that to the extent they have waived any rights or defenses by entry into this Agreement, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and any persons entities claiming rights by, through or under them.

20. Counterparts and Signatures. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which shall together constitute one and the same instrument. Original or power of attorney signatures shall be binding upon the executing party.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

By: \_\_\_\_\_  
STEVE WHITE, Chairman

ATTEST:  
Bryan E. Thompson  
Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Jeffrey R. Buhman  
Utah County Attorney

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Buyer

STATE OF UTAH    )  
                          :SS  
COUNTY OF UTAH )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, personally appeared before me \_\_\_\_\_, who acknowledged to me that he signed the foregoing instrument, and acknowledged to me that he executed the same.

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

SAMPLE