

Kenneth L. JACKSON  
2685 Fillmore Ave  
Ogden, UTAH 84401

W2065230



## LAND SALE AND PURCHASE CONTRACT AGREEMENT

21 This agreement for the sale and purchase of real property is entered into this day of OCTOBER, 2004, by and between KENNETH L. and LINDA W. JACKSON ("Sellers") and MICHAEL and DANNA RUSSELL ("Buyers").

### RECITALS

WHEREAS, Sellers own real property located in Weber County, Utah, more particularly described below;

WHEREAS, Buyers have been living at the home on the real property and have been making payments on the property since May 2003;

WHEREAS, Sellers agree to sell the Property to Buyers and Buyers agree to buy the Property from Sellers for the price and on the terms and conditions set forth below. However, the parties understand in entering into this agreement that this Property may be developed by Sellers as part of a larger development. Therefore, provisions are made in this agreement for Sellers to compensate Buyers in the event that Sellers desire to use the Property for development during the thirty year term of the agreement and even if Buyers have paid the full purchase price;

WHEREAS, the parties are related and both understand that they are receiving a benefit by entering into this agreement according to these terms;

### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose of this Agreement. The purpose of this agreement is to allow Sellers to sell the Property described below and for Buyers to purchase or contract the Property. Sellers own property surrounding this Property and may determine to develop and sell all of the property. If Sellers determine to sell or develop the surrounding property, then this contract will terminate pursuant to the contract below. The recitals are incorporated and make part of this agreement.

2. Real Property. The Property that is the subject of this purchase agreement is more particularly described as follows: Lot 1- Pleasant Plains Ranch, Weber County, Utah. Throughout this agreement, the term "the Property" shall refer to the Property that is the subject of this agreement. /9-196-6001/

3. Purchase Price. Buyers promise to pay Sellers the principal amount of \$100,000.00 at an interest rate of 5 % annual interest for the total purchase price for the Property, payable in monthly amounts which began May 1, 2003, as follows:

E# 2065230 PG 1 OF 6  
DOUG CROFTS, WEBER COUNTY RECORDER  
29-OCT-04 129 PM FEE \$20.00 DEP JFM  
REC FOR: KENNETH L. JACKSON

Land Sale and Purchase Contract Agreement  
Jackson/Russell  
Page 2

- a. The monthly principal and interest payment on the loan is \$600.00, which the Buyers will make directly to the Sellers.
- b. Payments are to be received by Sellers by the 15<sup>th</sup> of every month.
- c. If Sellers do not receive a timely payment by the 15<sup>th</sup> of the month, a late fee of \$20.00 shall be charged for every five days the payment is late.
- d. Purchaser may make extra payments under the agreement and pay it off early.
- e. The parties understand that Sellers are offering the property to Buyers at a rate of 82% of the actual market value of the home and property.
- f. Even if Buyers pay the contract off in full prior to the thirty year term, the Sellers may purchase it back according to the terms of paragraph 10 until the expiration of the thirty year term of this agreement.
- g. If Sellers elect to purchase the property back pursuant to subparagraph 3(f), Buyers will have at least six (6) months to vacate the premises.

4. Obligation To Pay Taxes. In addition to the payments above, Buyers shall pay all real property taxes and all governmental or other assessments levied against the Property from the date of this agreement. Currently, the payments for property taxes are made into escrow as part of the loan identified in paragraph 2. Buyers will continue to make the property tax payments into the escrow in addition to the monthly principal and interest payment. Buyers shall pay when due all taxes and assessments which are levied against the Property.

5. Possession. Buyers accept the property as it is and shall be entitled to possession of the Property from date of this agreement, subject to the terms of this agreement.

6. Insurance. Sellers have a structure only insurance policy on the Property as part of the loan payment. Buyers have a rental insurance policy on the Property. Both parties shall continue to keep the insurance policies in full force and effect during the term of this agreement.

Land Sale and Purchase Contract Agreement  
Jackson/Russell  
Page 3

7. Deed. Upon payment of the total purchase price for the Property as provided in this Agreement and performance by Buyers of all other terms, conditions, and provisions of this Agreement, Sellers shall forthwith deliver to Buyers a good and sufficient statutory warranty deed ("Deed") conveying the Property, subject to the terms of development that may occur on the property and which are more particularly described below.

8. Sellers will provide secondary water for the Property. Buyers agree to pay the pumping costs for the secondary water.

9. Buyer Termination. If Buyers determine to terminate this agreement during the first twenty years from the date of this agreement, then both sides shall obtain an appraisal and the purchase price shall be \$21,951 below the average of the appraisals based upon the percentage identified in paragraph 3(e) above, less the amount that Buyers still owe, if any, for the property.

If Buyers determine to terminate this agreement after twenty years from the date of this agreement but before the thirty year term of the agreement, then both sides shall obtain an appraisal and the purchase price shall be 100% of the average of the appraisals, less the amount that Buyers still owe, if any, for the property.

10. Seller termination. If Sellers desire to terminate the agreement because they intend to develop the property surrounding this Property at any time during the thirty year term of this agreement, then both sides shall obtain an appraisal and the purchase price shall be 100% of the average of the appraisals, less the amount that Buyers still owe, if any, for the property.

11. Default. Buyers may default by failing to make payment described in paragraph 2, by failing to make the payments described in paragraph 3, and by failure to maintain insurance as required under the terms of the agreement. Buyers may also default by failing to follow any other term of this agreement.

12. Remedies On Default. In the event of default of Buyers, Sellers may take any one or more of the following steps:

- a. Sellers may give Buyers notice to cure the default within thirty (30) days. If Buyers fail to cure the default within the thirty (30) day period, then Sellers may take immediate possession of the premises without further notice to Buyers.
- b. The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

Land Sale and Purchase Contract Agreement  
Jackson/Russell  
Page 4

13. Waiver. Failure of either party at anytime to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

14. Assignment. This Agreement shall not be assignable by the parties to this agreement. Any attempted assignment in violation of this provision shall be void and of no effect. However, the agreement may pass to heirs according to the terms of any will, trust, or the laws of intestate succession.

15. Modification. This agreement may only be modified in writing and signed by the parties.

16. Representations; Conditions of Property. Buyers accept the land, buildings, and improvements as are, especially as they have already lived on the property for a period of time prior to entering into this formal written agreement.

17. Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

18. Notice of Interest. Sellers agree to allow Buyers to record a Notice of Interest in the official records of the Weber County Recorder.

19. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

20. Attorney Fees. In the event this agreement requires enforcement of any of its terms by arbitration, suit or action is brought by any party under this Agreement, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees.

21. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

22. Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

**Land Sale and Purchase Contract Agreement**  
**Jackson/Russell**  
**Page 5**

23. **Entire Agreement.** This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

24. **Prior Agreements.** This document is the entire, final and complete agreement of the parties pertaining to the purchase of the Real Property, and supersedes and replaces all prior or existing written and oral agreements between the parties relating to the Real Property.

25. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

26. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

DATED this 21 day of OCTOBER, 2004.

## THE JACKSONS:

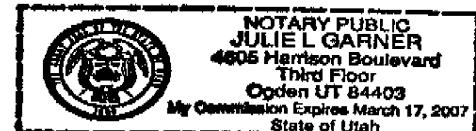
Kenneth D. Jackson  
Seller

STATE OF UTAH }  
COUNTY OF WEBER }  
ss. }

Linda W. Jackson  
Seller

On this 27 day of OCTOBER, 2004, before me, the undersigned notary, personally appeared Kenneth L. Jackson and Linda W. Jackson and acknowledge that they executed the foregoing agreement.

John S. Gurn  
NOTARY PUBLIC



EA 2065230 PG5 06

**Land Sale and Purchase Contract Agreement  
Jackson/Russell  
Page 6**

## THE RUSSELLS:

DATED this 21 day of OCTOBER, 2004.

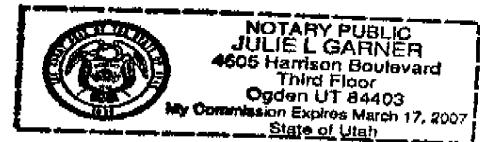
  
Buyer

Danna Russell  
Buyer

STATE OF UTAH }  
COUNTY OF WEBER }

On this 27<sup>th</sup> day of October, 2004, before me, the undersigned notary, personally appeared Michael Russell and Danna Russell and acknowledge that they executed the foregoing agreement.

Julie L. Garm  
NOTARY PUBLIC



EF 2065230 PG6 OF6