



## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE

THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING  
DESIGNATED AGENCY BROKERAGE

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE ("Listing Agreement") is entered into by and between Equity Real Estate - Results (the "Company") and City of Cedar Hills (the "Seller").

**1. TERM OF LISTING.** The Seller hereby grants to the Company, including Randy Smith (the "Seller's Agent") as the authorized agent for the Company starting on the Effective Date as defined in section 16 below, and ending at 5:00 P.M. (Mountain Time) on the 10th day of November, 2014 (the "Listing Period"), the exclusive right to sell, lease, or exchange real property owned by the Seller, described as: Lot 1, Cottonwood Hills Estates - 10443 N Cottonwood Dr Cedar Hills UT 84062 (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing.

**2. BROKERAGE FEE.** If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of \$--- or 6 % of such acquisition price (the "Brokerage Fee"). The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the Closing documents for the acquisition of the Property; (b) If a lease, the effective date of the lease; and (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. The Company is authorized to share the Brokerage Fee with another brokerage participating in any transaction arising out of this Listing Agreement.

**3. PROTECTION PERIOD.** If within 3 months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

**4. SELLER WARRANTIES/DISCLOSURES.** The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that Seller has marketable title and an established right to sell, lease or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a policy of title insurance in accordance with the terms of any real estate purchase contract entered into between buyer and Seller. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (a) The Seller providing incorrect or inaccurate information regarding the Property; (b) The Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (c) Any injuries resulting from any unsafe conditions within the Property.

### 5. AGENCY RELATIONSHIPS.

**5.1 Duties of a Seller's Agent.** By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's Agent or the Broker will be unavailable to service the Property. As agents for the Seller, they have fiduciary duties to the Seller that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

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**8. ATTORNEY FEES/GOVERNING LAW.** Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a Closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action. This Listing Agreement shall be governed and construed in accordance with the laws of the State of Utah.

**9. ADVERTISING/SELLER AUTHORIZATIONS.** The Seller authorizes the Company and the Seller's Agent to advertise the Property for sale through any printed and/or electronic media deemed necessary and appropriate by the Seller's Agent and the Company, including, but not limited to, each Multiple Listing Service (MLS) in which the Company participates. The Seller agrees that any advertising the Seller intends to conduct, including print and/or electronic media, shall first be approved in writing by the Seller's Agent. The Seller further agrees that the Seller's Agent and the Company are authorized to:

- (a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;
- (b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):  
 County Records  Appraisal  Building Plans  Other (explain) \_\_\_\_\_
- (c) Obtain financial information from any lender or other party holding a lien or interest on the Property;
- (d) Have keys to the Property, if applicable;
- (e) Have an MLS or local board of Realtors® approved/endorsed security key-box installed on the Property. If the Seller authorizes the Broker, or Seller's Agent, to install a non-MLS or local board of Realtors® approved/endorsed security key-box on the Property, Seller acknowledges that it may not provide the same level of security as the MLS or local board of Realtors® approved/endorsed security key-box;
- (f) Hold Open-Houses at the Property;
- (g) Place for sale, sold, or other similar signs ("Signs") on the Property (i.e., the only Signs on the Property shall be that of the Company);
- (h) Order a Preliminary Title Report on the Property;
- (i) Order a Home Warranty Plan, if applicable;
- (j) Communicate with the Seller for the purpose of soliciting real estate related goods and services during and after the term of this Listing Agreement; and
- (k) Place the Earnest Money Deposit into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

**10. PERSONAL PROPERTY.** The Seller acknowledges that the Company has discussed with Seller the safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in Section 9.

11. **ATTACHMENT.** The Data Form is incorporated into this Listing Agreement by this reference. In addition to the Data Form, there [ ] **ARE [X] ARE NOT** additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

12. **EQUAL HOUSING OPPORTUNITY.** The Seller and the Company shall comply with Federal, State, and local fair housing laws.

13. **ELECTRONIC TRANSMISSION & COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of this Listing Agreement and any addenda, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Listing Agreement and any addenda may be executed in counterparts.

14. **DUE-ON-SALE.** Certain types of transactions may trigger what is commonly referred to as a "due-on-sale" clause. A "due-on-sale" clause typically states that the Seller's lender or mortgagee may call the loan due and payable in full if the Seller participates in certain types of transactions. These types of transactions may include, but are not limited to, transactions where: (a) The sale of the property does not result in the underlying debt being paid in full; (b) The parties enter into a seller-financed transaction; (c) A lease option agreement is entered into; or (d) Any other unauthorized transfer of title to the Property has occurred without the lender's consent. The Seller understands that if any underlying encumbrances or mortgages on the Property contain a "due-on-sale clause," and the "due-on-sale" clause is triggered, the lender may call the entire unpaid balance of the loan immediately due.

15. **ENTIRE AGREEMENT.** This Listing Agreement, including the Seller's Property Condition Disclosure form and the Data Form, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. This Listing Agreement may not be modified or amended except in writing signed by the parties hereto.

16. **EFFECTIVE DATE.** This Listing Agreement is entered into and is effective as of the date: (a) The Seller and the authorized Seller's Agent or Broker have signed this Listing Agreement; and (b) The authorized Seller's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date").

THE UNDERSIGNED hereby agree to the terms of this Listing Agreement.

DocuSigned by: <i>David Bunker</i>	_____	6/18/2014
(Seller's Signature)	(Address/Phone)	(Date)
City of Cedar Hills City Manager	10246 N Canyon Road, Cedar Hills, Utah 84062	
_____	_____	_____
(Seller's Signature)	(Address/Phone)	(Date)

ACCEPTED by the Company  
by: *Randy Smith* \_\_\_\_\_ 5-9-14  
(Signature of Authorized Seller's Agent or Broker) (Date)  
Randy Smith

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

**LAND**

**LAND**

Fields marked with an asterisk ( \* ) are required.

Previous MLS# \_\_\_\_\_

**PROPERTY LOCATION**

**Pricing Information**

List Price\* 139000  
And / Or Lease Price (Base) \_\_\_\_\_  
Short Sale\*  
 Not Short Sale  
 Price Subject to 3rd Party Approval  
 Price Previously Approved by 3rd Party  
 Offer Under 3rd Party Review

**Address Information**

Non-Standard Address (See Directions)   
House Number\* 10453  N  S  E  W  
Street Name or Number\* COTTONWOOD  N  S  E  W  
Street Type DR  
Quadrant\*  NW  NE 10453 North / South  
 SW  SE 4350 East / West  
Zip\* 84062 City\* Cedar Hills  
County\* Utah State\* UT  
Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

**Section Description**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lot# 2

Project / Subdivision Cottonwood Hills Estates Zoning \_\_\_\_\_

**School Information**

School District\* Alpine Elementary School\* Cedar Ridge  
Junior High School\* Mt Ridge High School\* Lone Peak  
Private School \_\_\_\_\_ Other School \_\_\_\_\_

**HOA Information**

HOA Fee / Month\* 0

**SITE INFORMATION**

**Tax / Parcel Information**

No Assigned Parcel # OR\* Taxes 1  
Tax Parcel Number\* 65-407-0002  
Property Type\*  Residential  Commercial  Industrial  
 Recreational  Agricultural  Multi Housing  
 Other

**Irrigation Companies**

\_\_\_\_\_  
\_\_\_\_\_

**Lot Dimensions**

Acres\* 0.33 Frontage  
Frontage Facing  N  S  E  W  NE  SE  NW  SW  
Side \_\_\_\_\_ Back \_\_\_\_\_  Irregular Shape

CCR's  No  Yes

**Water**

Number of Shares:  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Rights:  
Wells \_\_\_\_\_  Certified  Applied  
Surface \_\_\_\_\_  Certified  Applied  
Developed Spring \_\_\_\_\_  Certified  Applied  
Culinary Well Health Inspected  No  Yes

**Utility Accessibility**

Water \_\_\_\_\_ (in feet) Sewer \_\_\_\_\_ (in feet)  
Natural Gas \_\_\_\_\_ (in feet) Usable Electric \_\_\_\_\_ (in feet)  
Pressurised Irr. \_\_\_\_\_ (in feet)

**LISTING INFORMATION**

Listing Date\* 05/09/2014 Expiration Date\* 11/09/2014  
Owner Name \_\_\_\_\_  
 REO/Foreclosure/Bank Owned  HUD Owned  Owner/Agent  
Contact Type  Agent  Owner  Secretary  
Contact for Appointments & Access Randy Smith  
Contact Phone 1 801-830-1995  Voice  TDD  
Contact Phone 2 \_\_\_\_\_  Voice  TDD  
Listing Type\*  EAL  ERS  
Photo Instructions\*  Under Construction  I Will Provide  To Be Built  
Dual/VAR Rate\*  Yes  No

Compensation Offered\* BAC 3% BAC Based on\*  Gross  NET  
Possession Immediate  
Publicly Searchable  Address Not Visible  Not Searchable

**Listing Agent Information**

Agent Public ID\* SMIRAN Co-Agent Public ID\* \_\_\_\_\_  
Agent Name Randy Smith  
Co-Agent Name \_\_\_\_\_  
Office License ID# 8459516  
Office Name Equity Real Estate - Results

SELLER'S INITIALS

DS  
DB

DATE 6/18/2014

The information in gray will be supplied by the WFR Membership Database (Completion Optional)  
SELLER'S INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

**Connection Fees**

Recommended Maximum 5\*

- Gas
- Irrigation
- None
- Power
- Sewer
- Water
- See Remarks

**Water**

Recommended Maximum 3\*

- Connected
- Culinary Available
- Not Available
- Not Connected
- Private
- Secondary
- Spring
- Stubbed
- Well(s)
- See Remarks

**Driveway / Access**

Recommended Maximum 2\*

- Asphalt
- Circular
- Common Drive
- Concrete
- Dirt
- Gravel
- See Remarks

**Ext. Special Features**

Recommended Maximum 5\*

- Barn
- Bunkhouse
- Cement Ditches
- Corral(s)
- Grain Elevator
- Out Buildings
- Rail Spur
- Silo
- See Remarks

SELLER'S INITIALS

ds  
DB

DATE 6/18/2014

SELLER'S INITIALS

DATE

**Irrigation**

Recommended Maximum 5\*

- Available
- Gravity
- Not Available
- Pressurized
- Pumped
- Rights: Owned
- Rights: Rented
- Shares: Owned
- Shares: Rented
- Springs: Developed
- Stubbed
- Well: Artesian
- Well: Pumped
- See Remarks

**Land Use**

Recommended Maximum 5\*

- Fruit Trees
- Grain
- Hay
- Landscaping: Full
- Landscaping: Part
- Mature Trees
- Pasture
- Pasture: Sub-Irrigated
- Pines
- Row Crops
- Sage
- Scrub Oak
- Stream
- Terraced Yard
- Vegetable Garden
- Weeds
- See Remarks

**Lot Facts**

Recommended Maximum 10\*

- Additional Land Available
- Adjacent to Golf Course
- Corner Lot
- Cul-de-Sac
- Curb & Gutter
- Equestrian Access
- Excl. Mineral Rights
- Excl. Oil/Gas Rights
- Fenced: Full
- Fenced: Part
- Horse Property
- Secluded Yard
- Sidewalks
- Terrain: Flat
- Terrain: Grad Slope
- Terrain: Hilly
- Terrain: Mountain
- Terrain: Steep Slope
- View: Lake
- View: Mountain
- View: Valley
- Wooded
- See Remarks

**Terms**

Recommended Maximum 10\*

- Assumption: Qualify
- Assumption: Simple
- Cash
- Commercial Fin. Req.
- Conventional
- Exchange
- Lease Option
- Owner 2nd
- Seller Finance
- Seller Will Subordinate
- See Remarks

**Utilities**

Recommended Maximum 5\*

- Gas: Available
- Gas: Connected
- Gas: Not Available
- Gas: Not Connected
- Gas: Stubbed
- Power: Available
- Power: Connected
- Power: Not Available
- Power: Not Connected
- Power: Stubbed
- Sewer: Available
- Sewer: Connected
- Sewer: Not Available
- Sewer: Not Connected
- Sewer: Private
- Sewer: Public
- Sewer: Septic Tank
- Sewer: Stubbed
- See Remarks

**Zoning**

Recommended Maximum 5\*

- Agricultural
- Commercial
- Industrial
- Multi-Family
- Single-Family
- See Remarks

Cottonwood Hills Estates - One of 7 spectacular, fully-improved view lots in Cedar Hills!

**Agent Remarks**

**Directions / Non-Standard Address**

**HOA Remarks**

The Undersigned is the owner of the real property described in this Listing Input Form ("Owner") and hereby acknowledges receipt of completed copies of this document, (Form B, 3 pages) and the Exclusive Right to Sell Listing Agreement.

Owner acknowledges that Wasatch Front Regional Multiple Listing Service, Inc. ("WFRMLS") maintains a multiple listing service database for brokers and agents, and others (the "MLS Database"), and a database of listings which is available to the public (the "IDX Database"). Owner consents to WFRMLS including all of the information included in this Listing Input Form (the "Listing") in the MLS Database and the IDX Database, and any modifications of the MLS Database and IDX Database, the licensing of the MLS Database and IDX Database to any third party, disclosure and public display of the Listing, and any other lawful use of the Listing by WFRMLS. Owner hereby irrevocably assigns and transfers to WFRMLS all right, title, and interest in and to any copyright rights and other intellectual property rights, and any actions and causes of action related to the foregoing, and any damages, profits and other recoveries related thereto, which Owner may have or acquire in and to the Listing and any and all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the property that are associated with the Listing and any changes thereto ("Listing Content").

Owner represents and warrants to WFRMLS that the information contained herein is correct and that the Listing, Listing Content, and the assignment of rights to WFRMLS set forth above does not violate or infringe upon the rights, including any intellectual property rights, of any person or entity. Owner agrees to indemnify and hold harmless WFRMLS against all damages, costs and liabilities, including reasonable attorney fees, arising from any claim that the Listing, Listing Content, or any portion thereof infringes the rights of any third party.

OWNER'S SIGNATURE

DocuSigned by:  
*David Bunker*  
\_\_\_\_\_  
2766DC10727F482...  
City Manager

OWNER'S SIGNATURE

\_\_\_\_\_



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- (a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;
- (b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):  
 County Records  Appraisal  Building Plans  Other (explain) \_\_\_\_\_
- (c) Obtain financial information from any lender or other party holding a lien or interest on the Property;
- (d) Have keys to the Property, if applicable;
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**11. ATTACHMENT.** The Data Form is incorporated into this Listing Agreement by this reference. In addition to the Data Form, there [ ] ARE [X] ARE NOT additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

**12. EQUAL HOUSING OPPORTUNITY.** The Seller and the Company shall comply with Federal, State, and local fair housing laws.

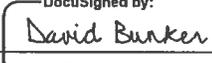
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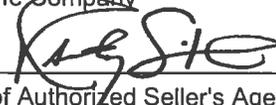
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**16. EFFECTIVE DATE.** This Listing Agreement is entered into and is effective as of the date: (a) The Seller and the authorized Seller's Agent or Broker have signed this Listing Agreement; and (b) The authorized Seller's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date").

THE UNDERSIGNED hereby agree to the terms of this Listing Agreement.

DocuSigned by:  _____ <small>2766DC10727F462</small> (Seller's Signature) City of Cedar Hills City Manager	_____ (Address/Phone) 10246 N Canyon Road, Cedar Hills, Utah 84062	_____ 6/18/2014 (Date)
_____ (Seller's Signature)	_____ (Address/Phone)	_____ (Date)

ACCEPTED by the Company

by:  _____ (Signature of Authorized Seller's Agent or Broker) Randy Smith	_____ 5-9-14 (Date)
---	---------------------------

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LAND

Fields marked with an asterisk ( \* ) are required.

Previous MLS# \_\_\_\_\_

PROPERTY LOCATION

Pricing Information

List Price\* 139000  
And / Or Lease Price (Base) \_\_\_\_\_  
Short Sale\*  
 Not Short Sale  
 Price Subject to 3rd Party Approval  
 Price Previously Approved by 3rd Party  
 Offer Under 3rd Party Review

Address Information

Non-Standard Address (See Directions)   
House Number\* 10467  N  S  E  W  
Street Name or Number\* COTTONWOOD  N  S  E  W  
Street Type DR  
Quadrant\*  NW  NE 10467 North / South  
 SW  SE 4350 East / West  
Zip\* 84062 City\* Cedar Hills  
County\* Utah State\* UT  
Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

Section Description

Lot# 3

Project / Subdivision Cottonwood Hills Estates Zoning \_\_\_\_\_

School Information

School District\* Alpine Elementary School\* Cedar Ridge  
Junior High School\* Mt Ridge High School\* Lone Peak  
Private School \_\_\_\_\_ Other School \_\_\_\_\_

HOA Information

HOA Fee / Month\* 0

SITE INFORMATION

Tax / Parcel Information

No Assigned Parcel # OR\* Taxes 1  
Tax Parcel Number\* 65-407-0003  
Property Type\*  Residential  Commercial  Industrial  
 Recreational  Agricultural  Multi Housing  
 Other

Irrigation Companies

\_\_\_\_\_  
\_\_\_\_\_

Lot Dimensions

Acres\* 0.33 Frontage \_\_\_\_\_  
Frontage Facing  N  S  E  W  NE  SE  NW  SW  
Side \_\_\_\_\_ Back \_\_\_\_\_  Irregular Shape

CCR's  No  Yes

Water

Number of Shares: \_\_\_\_\_  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Acre Ft. Share \_\_\_\_\_  Own  Lease

Utility Accessibility

Water \_\_\_\_\_ (in feet) Sewer \_\_\_\_\_ (in feet)  
Natural Gas \_\_\_\_\_ (in feet) Usable Electric \_\_\_\_\_ (in feet)  
Pressurised Irr. \_\_\_\_\_ (in feet)

Rights:

Wells \_\_\_\_\_  Certified  Applied  
Surface \_\_\_\_\_  Certified  Applied  
Developed Spring \_\_\_\_\_  Certified  Applied  
Culinary Well Health Inspected  No  Yes

LISTING INFORMATION

Listing Date\* 05/09/2014 Expiration Date\* 11/09/2014  
Owner Name \_\_\_\_\_  
 REO/Foreclosure/Bank Owned  HUD Owned  Owner/Agent  
Contact Type  Agent  Owner  Secretary  
Contact for Appointments & Access Randy Smith  
Contact Phone 1 801-830-1995  Voice  TDD  
Contact Phone 2 \_\_\_\_\_  Voice  TDD  
Listing Type\*  EAL  ERS  
Photo Instructions\*  Under Construction  I Will Provide  To Be Built  
Dual/VAR Rate\*  Yes  No DS

Compensation Offered\* BAC 3% BAC Based on\*  Gross  NET  
Possession Immediate  
Publicly Searchable  Address Not Visible  Not Searchable

Listing Agent Information

Agent Public ID\* SMIRAN Co-Agent Public ID\* \_\_\_\_\_  
Agent Name Randy Smith  
Co-Agent Name \_\_\_\_\_  
Office License ID# 8459516  
Office Name Equity Real Estate - Results

SELLER'S INITIALS

DB

DATE 6/18/2014

The information in gray will be supplied by the WFR Membership Database (Completion Optional)  
SELLER'S INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

**Connection Fees**

Recommended Maximum 5\*

- Gas
- Irrigation
- None
- Power
- Sewer
- Water
- See Remarks

**Water**

Recommended Maximum 3\*

- Connected
- Culinary Available
- Not Available
- Not Connected
- Private
- Secondary
- Spring
- Stubbed
- Well(s)
- See Remarks

**Driveway / Access**

Recommended Maximum 2\*

- Asphalt
- Circular
- Common Drive
- Concrete
- Dirt
- Gravel
- See Remarks

**Ext. Special Features**

Recommended Maximum 5\*

- Barn
- Bunkhouse
- Cement Ditches
- Corral(s)
- Grain Elevator
- Out Buildings
- Rail Spur
- Silo
- See Remarks

SELLER'S INITIALS

**Irrigation**

Recommended Maximum 5\*

- Available
- Gravity
- Not Available
- Pressurized
- Pumped
- Rights: Owned
- Rights: Rented
- Shares: Owned
- Shares: Rented
- Springs: Developed
- Stubbed
- Well: Artesian
- Well: Pumped
- See Remarks

**Land Use**

Recommended Maximum 5\*

- Fruit Trees
- Grain
- Hay
- Landscaping: Full
- Landscaping: Part
- Mature Trees
- Pasture
- Pasture: Sub-Irrigated
- Pines
- Row Crops
- Sage
- Scrub Oak
- Stream
- Terraced Yard
- Vegetable Garden
- Weeds
- See Remarks

**Lot Facts**

Recommended Maximum 10\*

- Additional Land Available
- Adjacent to Golf Course
- Corner Lot
- Cul-de-Sac
- Curb & Gutter
- Equestrian Access
- Excl. Mineral Rights
- Excl. Oil/Gas Rights
- Fenced: Full
- Fenced: Part
- Horse Property
- Secluded Yard
- Sidewalks
- Terrain: Flat
- Terrain: Grad Slope
- Terrain: Hilly
- Terrain: Mountain
- Terrain: Steep Slope
- View: Lake
- View: Mountain
- View: Valley
- Wooded
- See Remarks

**Terms**

Recommended Maximum 10\*

- Assumption: Qualify
- Assumption: Simple
- Cash
- Commercial Fin. Req.
- Conventional
- Exchange
- Lease Option
- Owner 2nd
- Seller Finance
- Seller Will Subordinate
- See Remarks

**Utilities**

Recommended Maximum 5\*

- Gas: Available
- Gas: Connected
- Gas: Not Available
- Gas: Not Connected
- Gas: Stubbed
- Power: Available
- Power: Connected
- Power: Not Available
- Power: Not Connected
- Power: Stubbed
- Sewer: Available
- Sewer: Connected
- Sewer: Not Available
- Sewer: Not Connected
- Sewer: Private
- Sewer: Public
- Sewer: Septic Tank
- Sewer: Stubbed
- See Remarks

**Zoning**

Recommended Maximum 5\*

- Agricultural
- Commercial
- Industrial
- Multi-Family
- Single-Family
- See Remarks

DS  
DB

DATE 6/18/2014

SELLER'S INITIALS

DATE

Cottonwood Hills Estates - One of 7 spectacular, fully-improved view lots in Cedar Hills!

Agent Remarks

Directions / Non-Standard Address

HOA Remarks

The Undersigned is the owner of the real property described in this Listing Input Form ("Owner") and hereby acknowledges receipt of completed copies of this document, (Form B, 3 pages) and the Exclusive Right to Sell Listing Agreement.

Owner acknowledges that Wasatch Front Regional Multiple Listing Service, Inc. ("WFRMLS") maintains a multiple listing service database for brokers and agents, and others (the "MLS Database"), and a database of listings which is available to the public (the "IDX Database"). Owner consents to WFRMLS including all of the information included in this Listing Input Form (the "Listing") in the MLS Database and the IDX Database, and any modifications of the MLS Database and IDX Database, the licensing of the MLS Database and IDX Database to any third party, disclosure and public display of the Listing, and any other lawful use of the Listing by WFRMLS. Owner hereby irrevocably assigns and transfers to WFRMLS all right, title, and interest in and to any copyright rights and other intellectual property rights, and any actions and causes of action related to the foregoing, and any damages, profits and other recoveries related thereto, which Owner may have or acquire in and to the Listing and any and all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the property that are associated with the Listing and any changes thereto ("Listing Content").

Owner represents and warrants to WFRMLS that the information contained herein is correct and that the Listing, Listing Content, and the assignment of rights to WFRMLS set forth above does not violate or infringe upon the rights, including any intellectual property rights, of any person or entity. Owner agrees to indemnify and hold harmless WFRMLS against all damages, costs and liabilities, including reasonable attorney fees, arising from any claim that the Listing, Listing Content, or any portion thereof infringes the rights of any third party.

OWNER'S SIGNATURE

*David Bunker*  
2766DC10727F482  
City Manager

OWNER'S SIGNATURE



## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE

THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING DESIGNATED AGENCY BROKERAGE

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE ("Listing Agreement") is entered into by and between Equity Real Estate - Results (the "Company") and City of Cedar Hills (the "Seller").

**1. TERM OF LISTING.** The Seller hereby grants to the Company, including Randy Smith (the "Seller's Agent") as the authorized agent for the Company starting on the Effective Date as defined in section 16 below, and ending at 5:00 P.M. (Mountain Time) on the 10th day of November, 2014 (the "Listing Period"), the exclusive right to sell, lease, or exchange real property owned by the Seller, described as: Lot 3, Cottonwood Hills Estates - 10467 N Cottonwood Dr Cedar Hills UT 84062 (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing.

**2. BROKERAGE FEE.** If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of \$--- or 6 % of such acquisition price (the "Brokerage Fee"). The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the Closing documents for the acquisition of the Property; (b) If a lease, the effective date of the lease; and (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. The Company is authorized to share the Brokerage Fee with another brokerage participating in any transaction arising out of this Listing Agreement.

**3. PROTECTION PERIOD.** If within 3 months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

**4. SELLER WARRANTIES/DISCLOSURES.** The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that Seller has marketable title and an established right to sell, lease or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a policy of title insurance in accordance with the terms of any real estate purchase contract entered into between buyer and Seller. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (a) The Seller providing incorrect or inaccurate information regarding the Property; (b) The Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (c) Any injuries resulting from any unsafe conditions within the Property.

### 5. AGENCY RELATIONSHIPS.

**5.1 Duties of a Seller's Agent.** By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's Agent or the Broker will be unavailable to service the Property. As agents for the Seller, they have fiduciary duties to the Seller that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

**5.2 Duties of a Limited Agent.** The Seller understands that the Seller's Agent and the Broker may now, or in the future, be agents for a buyer who may wish to negotiate a purchase of the Property. Then the Seller's Agent and the Broker may be acting as Limited Agents - representing both the Seller and buyer at the same time. A Limited Agent has fiduciary duties to both the Seller and the buyer as required by law. However, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality.

Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other – for example, the highest price the buyer will offer, or the lowest price the Seller will accept. However, the Limited Agent will be required to disclose information given to the agent in confidence by the other party if failure to disclose such information would be a material misrepresentation regarding the Property or regarding the ability of the parties to fulfill their obligations. The Seller is advised that neither the Seller nor the buyer is required to accept a limited agency situation in the Company, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Seller's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the Seller and buyer.

**6. PROFESSIONAL ADVICE.** The Company and the Seller's Agent are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. The Seller is advised not to rely on the Company, or any agents of the Company, for a determination regarding the physical or legal condition of the Property. If the Seller desires advice regarding: (a) Past or present compliance with zoning and building code requirements; (b) Legal or tax matters; (c) The physical condition of the Property; (d) This Listing Agreement; or (e) Any transaction for the acquisition of the Property, the Seller's Agent and the Company strongly recommend that the Seller obtain such independent advice. If the Seller fails to do so, the Seller is acting contrary to the advice of the Company.

**7. DISPUTE RESOLUTION.** The parties agree that any dispute; arising prior to or after a Closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and the Company. Each party agrees to bear its own costs of mediation. If mediation fails, any other remedies available at law shall apply.

**8. ATTORNEY FEES/GOVERNING LAW.** Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a Closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action. This Listing Agreement shall be governed and construed in accordance with the laws of the State of Utah.

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  - Appraisal
  - Building Plans
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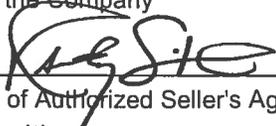
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THE UNDERSIGNED hereby agree to the terms of this Listing Agreement.

DocuSigned by: <u>David Burker</u>	_____	6/18/2014
(Seller's Signature)	(Address/Phone)	(Date)
City of Cedar Hills City Manager	10246 N Canyon Road, Cedar Hills, Utah 84062	
_____	_____	_____
(Seller's Signature)	(Address/Phone)	(Date)

ACCEPTED by the Company

by: <u></u>	5-9-14
(Signature of Authorized Seller's Agent or Broker)	(Date)
Randy Smith	

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LAND

Fields marked with an asterisk ( \* ) are required.

Previous MLS# \_\_\_\_\_

PROPERTY LOCATION

Pricing Information

List Price\* 159000  
And / Or Lease Price (Base) \_\_\_\_\_  
Short Sale\*  
 Not Short Sale  
 Price Subject to 3rd Party Approval  
 Price Previously Approved by 3rd Party  
 Offer Under 3rd Party Review

Address Information

Non-Standard Address (See Directions)   
House Number\* 10841  N  S  E  W  
Street Name or Number\* COTTONWOOD  N  S  E  W  
Street Type DR  
Quadrant\*  NW  NE 10841 North / South  
 SW  SE 4350 East / West  
Zip\* 84062 City\* Cedar Hills  
County\* Utah State\* UT  
Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

Section Description

Lot# 4

Project / Subdivision Cottonwood Hills Estates

Zoning \_\_\_\_\_

School Information

School District\* Alpine  
Junior High School\* Mt Ridge  
Private School \_\_\_\_\_

Elementary School\* Cedar Ridge  
High School\* Lone Peak  
Other School \_\_\_\_\_

HOA Information

HOA Fee / Month\* 0

SITE INFORMATION

Tax / Parcel Information

No Assigned Parcel # OR\* Taxes 1  
Tax Parcel Number\* 65-407-0004  
Property Type\*  Residential  Commercial  Industrial  
 Recreational  Agricultural  Multi Housing  
 Other

Irrigation Companies

\_\_\_\_\_  
\_\_\_\_\_

Lot Dimensions

Acres\* 0.33 Frontage \_\_\_\_\_  
Frontage Facing  N  S  E  W  NE  SE  NW  SW  
Side \_\_\_\_\_ Back \_\_\_\_\_  Irregular Shape

CCR's  No  Yes

Water

Number of Shares: \_\_\_\_\_  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Rights:  
Wells \_\_\_\_\_  Certified  Applied  
Surface \_\_\_\_\_  Certified  Applied  
Developed Spring \_\_\_\_\_  Certified  Applied  
Culinary Well Health Inspected  No  Yes

Utility Accessibility

Water \_\_\_\_\_ (in feet) Sewer \_\_\_\_\_ (in feet)  
Natural Gas \_\_\_\_\_ (in feet) Usable Electric \_\_\_\_\_ (in feet)  
Pressurised Irr. \_\_\_\_\_ (in feet)

LISTING INFORMATION

Listing Date\* 05/09/2014 Expiration Date\* 11/09/2014  
Owner Name \_\_\_\_\_  
 REO/Foreclosure/Bank Owned  HUD Owned  Owner/Agent  
Contact Type  Agent  Owner  Secretary  
Contact for Appointments & Access Randy Smith  
Contact Phone 1 801-830-1995  Voice  TDD  
Contact Phone 2 \_\_\_\_\_  Voice  TDD  
Listing Type\*  EAL  ERS  
Photo Instructions\*  Under Construction  I Will Provide  To Be Built  
Dual/VAR Rate\*  Yes  No <sup>DS</sup>

Compensation Offered\* BAC 3% BAC Based on\*  Gross  NET  
Possession Immediate  
Publicly Searchable  Address Not Visible  Not Searchable

Listing Agent Information

Agent Public ID\* SMIRAN Co-Agent Public ID\* \_\_\_\_\_  
Agent Name Randy Smith  
Co-Agent Name \_\_\_\_\_  
Office License ID# 8459516  
Office Name Equity Real Estate - Results  
The information in gray will be supplied by the WFR Membership Database (Completion Optional)

SELLER'S INITIALS DB

DATE 6/18/2014

SELLER'S INITIALS \_\_\_\_\_

DATE \_\_\_\_\_

**Connection Fees**

Recommended Maximum 5\*

- Gas
- Irrigation
- None
- Power
- Sewer
- Water
- See Remarks

**Water**

Recommended Maximum 3\*

- Connected
- Culinary Available
- Not Available
- Not Connected
- Private
- Secondary
- Spring
- Stubbed
- Well(s)
- See Remarks

**Driveway / Access**

Recommended Maximum 2\*

- Asphalt
- Circular
- Common Drive
- Concrete
- Dirt
- Gravel
- See Remarks

**Ext. Special Features**

Recommended Maximum 5\*

- Barn
- Bunkhouse
- Cement Ditches
- Corral(s)
- Grain Elevator
- Out Buildings
- Rail Spur
- Silo
- See Remarks

SELLER'S INITIALS

**Irrigation**

Recommended Maximum 5\*

- Available
- Gravity
- Not Available
- Pressurized
- Pumped
- Rights: Owned
- Rights: Rented
- Shares: Owned
- Shares: Rented
- Springs: Developed
- Stubbed
- Well: Artesian
- Well: Pumped
- See Remarks

**Land Use**

Recommended Maximum 5\*

- Fruit Trees
- Grain
- Hay
- Landscaping: Full
- Landscaping: Part
- Mature Trees
- Pasture
- Pasture: Sub-Irrigated
- Pines
- Row Crops
- Sage
- Scrub Oak
- Stream
- Terraced Yard
- Vegetable Garden
- Weeds
- See Remarks

**Lot Facts**

Recommended Maximum 10\*

- Additional Land Available
- Adjacent to Golf Course
- Corner Lot
- Cul-de-Sac
- Curb & Gutter
- Equestrian Access
- Excl. Mineral Rights
- Excl. Oil/Gas Rights
- Fenced: Full
- Fenced: Part
- Horse Property
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- Sidewalks
- Terrain: Flat
- Terrain: Grad Slope
- Terrain: Hilly
- Terrain: Mountain
- Terrain: Steep Slope
- View: Lake
- View: Mountain
- View: Valley
- Wooded
- See Remarks

**Terms**

Recommended Maximum 10\*

- Assumption: Qualify
- Assumption: Simple
- Cash
- Commercial Fin. Req.
- Conventional
- Exchange
- Lease Option
- Owner 2nd
- Seller Finance
- Seller Will Subordinate
- See Remarks

**Utilities**

Recommended Maximum 5\*

- Gas: Available
- Gas: Connected
- Gas: Not Available
- Gas: Not Connected
- Gas: Stubbed
- Power: Available
- Power: Connected
- Power: Not Available
- Power: Not Connected
- Power: Stubbed
- Sewer: Available
- Sewer: Connected
- Sewer: Not Available
- Sewer: Not Connected
- Sewer: Private
- Sewer: Public
- Sewer: Septic Tank
- Sewer: Stubbed
- See Remarks

**Zoning**

Recommended Maximum 5\*

- Agricultural
- Commercial
- Industrial
- Multi-Family
- Single-Family
- See Remarks

DS  
DB

DATE 6/18/2014

SELLER'S INITIALS

DATE

Cottonwood Hills Estates - One of 7 spectacular, fully-improved view lots in Cedar Hills!

**Agent Remarks**

**Directions / Non-Standard Address**

**HOA Remarks**

The Undersigned is the owner of the real property described in this Listing Input Form ("Owner") and hereby acknowledges receipt of completed copies of this document, (Form B, 3 pages) and the Exclusive Right to Sell Listing Agreement.

Owner acknowledges that Wasatch Front Regional Multiple Listing Service, Inc. ("WFRMLS") maintains a multiple listing service database for brokers and agents, and others (the "MLS Database"), and a database of listings which is available to the public (the "IDX Database"). Owner consents to WFRMLS including all of the information included in this Listing Input Form (the "Listing") in the MLS Database and the IDX Database, and any modifications of the MLS Database and IDX Database, the licensing of the MLS Database and IDX Database to any third party, disclosure and public display of the Listing, and any other lawful use of the Listing by WFRMLS. Owner hereby irrevocably assigns and transfers to WFRMLS all right, title, and interest in and to any copyright rights and other intellectual property rights, and any actions and causes of action related to the foregoing, and any damages, profits and other recoveries related thereto, which Owner may have or acquire in and to the Listing and any and all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the property that are associated with the Listing and any changes thereto ("Listing Content").

Owner represents and warrants to WFRMLS that the information contained herein is correct and that the Listing, Listing Content, and the assignment of rights to WFRMLS set forth above does not violate or infringe upon the rights, including any intellectual property rights, of any person or entity. Owner agrees to indemnify and hold harmless WFRMLS against all damages, costs and liabilities, including reasonable attorney fees, arising from any claim that the Listing, Listing Content, or any portion thereof infringes the rights of any third party.

OWNER'S SIGNATURE

*David Bunker*  
2766DC10727F482  
City Manager

OWNER'S SIGNATURE



## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE

THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING  
DESIGNATED AGENCY BROKERAGE

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE ("Listing Agreement") is entered into by and between Equity Real Estate - Results (the "Company") and City of Cedar Hills (the "Seller").

**1. TERM OF LISTING.** The Seller hereby grants to the Company, including Randy Smith (the "Seller's Agent") as the authorized agent for the Company starting on the Effective Date as defined in section 16 below, and ending at 5:00 P.M. (Mountain Time) on the 10th day of November, 2014 (the "Listing Period"), the exclusive right to sell, lease, or exchange real property owned by the Seller, described as: Lot 4, Cottonwood Hills Estates - 10481 N Cottonwood Dr Cedar Hills UT 84062 (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing.

**2. BROKERAGE FEE.** If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of \$---- or 6 % of such acquisition price (the "Brokerage Fee"). The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the Closing documents for the acquisition of the Property; (b) If a lease, the effective date of the lease; and (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. The Company is authorized to share the Brokerage Fee with another brokerage participating in any transaction arising out of this Listing Agreement.

**3. PROTECTION PERIOD.** If within 3 months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

**4. SELLER WARRANTIES/DISCLOSURES.** The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that Seller has marketable title and an established right to sell, lease or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a policy of title insurance in accordance with the terms of any real estate purchase contract entered into between buyer and Seller. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (a) The Seller providing incorrect or inaccurate information regarding the Property; (b) The Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (c) Any injuries resulting from any unsafe conditions within the Property.

### 5. AGENCY RELATIONSHIPS.

**5.1 Duties of a Seller's Agent.** By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's Agent or the Broker will be unavailable to service the Property. As agents for the Seller, they have fiduciary duties to the Seller that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

**5.2 Duties of a Limited Agent.** The Seller understands that the Seller's Agent and the Broker may now, or in the future, be agents for a buyer who may wish to negotiate a purchase of the Property. Then the Seller's Agent and the Broker may be acting as Limited Agents - representing both the Seller and buyer at the same time. A Limited Agent has fiduciary duties to both the Seller and the buyer as required by law. However, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality.

Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other – for example, the highest price the buyer will offer, or the lowest price the Seller will accept. However, the Limited Agent will be required to disclose information given to the agent in confidence by the other party if failure to disclose such information would be a material misrepresentation regarding the Property or regarding the ability of the parties to fulfill their obligations. The Seller is advised that neither the Seller nor the buyer is required to accept a limited agency situation in the Company, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Seller's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the Seller and buyer.

**6. PROFESSIONAL ADVICE.** The Company and the Seller's Agent are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. The Seller is advised not to rely on the Company, or any agents of the Company, for a determination regarding the physical or legal condition of the Property. If the Seller desires advice regarding: (a) Past or present compliance with zoning and building code requirements; (b) Legal or tax matters; (c) The physical condition of the Property; (d) This Listing Agreement; or (e) Any transaction for the acquisition of the Property, the Seller's Agent and the Company strongly recommend that the Seller obtain such independent advice. If the Seller fails to do so, the Seller is acting contrary to the advice of the Company.

**7. DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after a Closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and the Company. Each party agrees to bear its own costs of mediation. If mediation fails, any other remedies available at law shall apply.

**8. ATTORNEY FEES/GOVERNING LAW.** Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a Closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action. This Listing Agreement shall be governed and construed in accordance with the laws of the State of Utah.

**9. ADVERTISING/SELLER AUTHORIZATIONS.** The Seller authorizes the Company and the Seller's Agent to advertise the Property for sale through any printed and/or electronic media deemed necessary and appropriate by the Seller's Agent and the Company, including, but not limited to, each Multiple Listing Service (MLS) in which the Company participates. The Seller agrees that any advertising the Seller intends to conduct, including print and/or electronic media, shall first be approved in writing by the Seller's Agent. The Seller further agrees that the Seller's Agent and the Company are authorized to:

- (a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;
- (b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):  
 County Records  Appraisal  Building Plans  Other (explain) \_\_\_\_\_
- (c) Obtain financial information from any lender or other party holding a lien or interest on the Property;
- (d) Have keys to the Property, if applicable;
- (e) Have an MLS or local board of Realtors® approved/endorsed security key-box installed on the Property. If the Seller authorizes the Broker, or Seller's Agent, to install a non-MLS or local board of Realtors® approved/endorsed security key-box on the Property, Seller acknowledges that it may not provide the same level of security as the MLS or local board of Realtors® approved/endorsed security key-box;
- (f) Hold Open-Houses at the Property;
- (g) Place for sale, sold, or other similar signs ("Signs") on the Property (i.e., the only Signs on the Property shall be that of the Company);
- (h) Order a Preliminary Title Report on the Property;
- (i) Order a Home Warranty Plan, if applicable;
- (j) Communicate with the Seller for the purpose of soliciting real estate related goods and services during and after the term of this Listing Agreement; and
- (k) Place the Earnest Money Deposit into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

**10. PERSONAL PROPERTY.** The Seller acknowledges that the Company has discussed with Seller the safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in Section 9.

11. ATTACHMENT. The Data Form is incorporated into this Listing Agreement by this reference. In addition to the Data Form, there [ ] ARE [X] ARE NOT additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

12. EQUAL HOUSING OPPORTUNITY. The Seller and the Company shall comply with Federal, State, and local fair housing laws.

13. ELECTRONIC TRANSMISSION & COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of this Listing Agreement and any addenda, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Listing Agreement and any addenda may be executed in counterparts.

14. DUE-ON-SALE. Certain types of transactions may trigger what is commonly referred to as a "due-on-sale" clause. A "due-on-sale" clause typically states that the Seller's lender or mortgagee may call the loan due and payable in full if the Seller participates in certain types of transactions. These types of transactions may include, but are not limited to, transactions where: (a) The sale of the property does not result in the underlying debt being paid in full; (b) The parties enter into a seller-financed transaction; (c) A lease option agreement is entered into; or (d) Any other unauthorized transfer of title to the Property has occurred without the lender's consent. The Seller understands that if any underlying encumbrances or mortgages on the Property contain a "due-on-sale clause," and the "due-on-sale" clause is triggered, the lender may call the entire unpaid balance of the loan immediately due.

15. ENTIRE AGREEMENT. This Listing Agreement, including the Seller's Property Condition Disclosure form and the Data Form, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. This Listing Agreement may not be modified or amended except in writing signed by the parties hereto.

16. EFFECTIVE DATE. This Listing Agreement is entered into and is effective as of the date: (a) The Seller and the authorized Seller's Agent or Broker have signed this Listing Agreement; and (b) The authorized Seller's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date").

THE UNDERSIGNED hereby agree to the terms of this Listing Agreement.

DocuSigned by:		
<u>David Bunker</u>	_____	6/18/2014
(Seller's Signature)	(Address/Phone)	(Date)
City of Cedar Hills	10246 N Canyon Road, Cedar Hills, Utah 84062	
City Manager		
_____	_____	_____
(Seller's Signature)	(Address/Phone)	(Date)

ACCEPTED by the Company

by:  \_\_\_\_\_ 5-9-14

(Signature of Authorized Seller's Agent or Broker) (Date)

Randy Smith

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

LAND

LAND

Fields marked with an asterisk ( \* ) are required.

Previous MLS# \_\_\_\_\_

PROPERTY LOCATION

Pricing Information

List Price\* 155000  
And / Or Lease Price (Base) \_\_\_\_\_  
Short Sale\*  
 Not Short Sale  
 Price Subject to 3rd Party Approval  
 Price Previously Approved by 3rd Party  
 Offer Under 3rd Party Review

Address Information

Non-Standard Address (See Directions)   
House Number\* 10472  N  S  E  W  
Street Name or Number\* COTTONWOOD  N  S  E  W  
Street Type DR  
Quadrant\*  NW  NE 10472 North / South  
 SW  SE 4350 East / West  
Zip\* 84062 City\* Cedar Hills  
County\* Utah State\* UT  
Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

Section Description

Lot# 5

Project / Subdivision COTTONWOC

Zoning \_\_\_\_\_

School Information

School District\* Alpine  
Junior High School\* Mt Ridge  
Private School \_\_\_\_\_

Elementary School\* Cedar Ridge  
High School\* Lone Peak  
Other School \_\_\_\_\_

HOA Information

HOA Fee / Month\* 0

SITE INFORMATION

Tax / Parcel Information

No Assigned Parcel # OR\* Taxes 1  
Tax Parcel Number\* 65-407-0005  
Property Type\*  Residential  Commercial  Industrial  
 Recreational  Agricultural  Multi Housing  
 Other

Irrigation Companies

\_\_\_\_\_  
\_\_\_\_\_

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Frontage Facing  N  S  E  W  NE  SE  NW  SW  
Side \_\_\_\_\_ Back \_\_\_\_\_  Irregular Shape

CCR's  No  Yes

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Number of Shares:  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
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Utility Accessibility

Water \_\_\_\_\_ (in feet) Sewer \_\_\_\_\_ (in feet)  
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Pressurised Irr. \_\_\_\_\_ (in feet)

Rights:

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Surface \_\_\_\_\_  Certified  Applied  
Developed Spring \_\_\_\_\_  Certified  Applied  
Culinary Well Health Inspected  No  Yes

LISTING INFORMATION

Listing Date\* 05/09/2014 Expiration Date\* 11/09/2014

Compensation Offered\* BAC 3% BAC Based on\*  Gross  NET

Owner Name \_\_\_\_\_

Possession Immediate

REO/Foreclosure/Bank Owned  HUD Owned  Owner/Agent

Publicly Searchable  Address Not Visible  Not Searchable

Contact Type  Agent  Owner  Secretary

Listing Agent Information

Contact for Appointments & Access Randy Smith

Agent Public ID\* SMIRAN Co-Agent Public ID\* \_\_\_\_\_

Contact Phone 1 801-830-1995  Voice  TDD

Agent Name Randy Smith

Contact Phone 2 \_\_\_\_\_  Voice  TDD

Co-Agent Name \_\_\_\_\_

Listing Type\*  EAL  ERS

Office License ID# 8459516

Photo Instructions\*  Under Construction  I Will Provide  To Be Built

Office Name Equity Real Estate - Results

Dual/VAR Rate\*  Yes  No

The information in gray will be supplied by the WFR Membership Database (Completion Optional)

SELLER'S INITIALS DB DATE 6/18/2014

SELLER'S INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

**Connection Fees**

**Recommended Maximum 5\***

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- Irrigation
- None
- Power
- Sewer
- Water
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**Water**

**Recommended Maximum 3\***

- Connected
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DB

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SELLER'S INITIALS

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- Assumption: Simple
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- Conventional
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- Sewer: Available
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- Sewer: Not Available
- Sewer: Not Connected
- Sewer: Private
- Sewer: Public
- Sewer: Septic Tank
- Sewer: Stubbed
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**Zoning**

**Recommended Maximum 5\***

- Agricultural
- Commercial
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- Multi-Family
- Single-Family
- See Remarks

**REMARKS**  
Cottonwood Hills Estates - One of 7 spectacular, fully-improved view lots in Cedar Hills!

**Agent Remarks**

**Directions / Non-Standard Address**

**HOA Remarks**

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Owner represents and warrants to WFRMLS that the information contained herein is correct and that the Listing, Listing Content, and the assignment of rights to WFRMLS set forth above does not violate or infringe upon the rights, including any intellectual property rights, of any person or entity. Owner agrees to indemnify and hold harmless WFRMLS against all damages, costs and liabilities, including reasonable attorney fees, arising from any claim that the Listing, Listing Content, or any portion thereof infringes the rights of any third party.

OWNER'S SIGNATURE

*David Bunker*

OWNER'S SIGNATURE

DocuSigned by:  
2766DC10727F482...  
City Manager



## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE

THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING DESIGNATED AGENCY BROKERAGE

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE ("Listing Agreement") is entered into by and between Equity Real Estate - Results (the "Company") and City of Cedar Hills (the "Seller").

**1. TERM OF LISTING.** The Seller hereby grants to the Company, including Randy Smith (the "Seller's Agent") as the authorized agent for the Company starting on the Effective Date as defined in section 16 below, and ending at 5:00 P.M. (Mountain Time) on the 10th day of November, 2014 (the "Listing Period"), the exclusive right to sell, lease, or exchange real property owned by the Seller, described as: Lot 5, Cottonwood Hills Estates - 10472 N Cottonwood Dr Cedar Hills UT 84062 (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing.

**2. BROKERAGE FEE.** If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of \$---- or 6 % of such acquisition price (the "Brokerage Fee"). The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the Closing documents for the acquisition of the Property; (b) If a lease, the effective date of the lease; and (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. The Company is authorized to share the Brokerage Fee with another brokerage participating in any transaction arising out of this Listing Agreement.

**3. PROTECTION PERIOD.** If within 3 months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

**4. SELLER WARRANTIES/DISCLOSURES.** The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that Seller has marketable title and an established right to sell, lease or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a policy of title insurance in accordance with the terms of any real estate purchase contract entered into between buyer and Seller. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (a) The Seller providing incorrect or inaccurate information regarding the Property; (b) The Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (c) Any injuries resulting from any unsafe conditions within the Property.

### 5. AGENCY RELATIONSHIPS.

**5.1 Duties of a Seller's Agent.** By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's Agent or the Broker will be unavailable to service the Property. As agents for the Seller, they have fiduciary duties to the Seller that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

**5.2 Duties of a Limited Agent.** The Seller understands that the Seller's Agent and the Broker may now, or in the future, be agents for a buyer who may wish to negotiate a purchase of the Property. Then the Seller's Agent and the Broker may be acting as Limited Agents - representing both the Seller and buyer at the same time. A Limited Agent has fiduciary duties to both the Seller and the buyer as required by law. However, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality.

Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other – for example, the highest price the buyer will offer, or the lowest price the Seller will accept. However, the Limited Agent will be required to disclose information given to the agent in confidence by the other party if failure to disclose such information would be a material misrepresentation regarding the Property or regarding the ability of the parties to fulfill their obligations. The Seller is advised that neither the Seller nor the buyer is required to accept a limited agency situation in the Company, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Seller's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the Seller and buyer.

**6. PROFESSIONAL ADVICE.** The Company and the Seller's Agent are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. The Seller is advised not to rely on the Company, or any agents of the Company, for a determination regarding the physical or legal condition of the Property. If the Seller desires advice regarding: (a) Past or present compliance with zoning and building code requirements; (b) Legal or tax matters; (c) The physical condition of the Property; (d) This Listing Agreement; or (e) Any transaction for the acquisition of the Property, the Seller's Agent and the Company strongly recommend that the Seller obtain such independent advice. If the Seller fails to do so, the Seller is acting contrary to the advice of the Company.

**7. DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after a Closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and the Company. Each party agrees to bear its own costs of mediation. If mediation fails, any other remedies available at law shall apply.

**8. ATTORNEY FEES/GOVERNING LAW.** Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a Closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action. This Listing Agreement shall be governed and construed in accordance with the laws of the State of Utah.

**9. ADVERTISING/SELLER AUTHORIZATIONS.** The Seller authorizes the Company and the Seller's Agent to advertise the Property for sale through any printed and/or electronic media deemed necessary and appropriate by the Seller's Agent and the Company, including, but not limited to, each Multiple Listing Service (MLS) in which the Company participates. The Seller agrees that any advertising the Seller intends to conduct, including print and/or electronic media, shall first be approved in writing by the Seller's Agent. The Seller further agrees that the Seller's Agent and the Company are authorized to:

- (a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;
- (b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):
  - County Records
  - Appraisal
  - Building Plans
  - Other (explain) \_\_\_\_\_
- (c) Obtain financial information from any lender or other party holding a lien or interest on the Property;
- (d) Have keys to the Property, if applicable;
- (e) Have an MLS or local board of Realtors® approved/endorsed security key-box installed on the Property. If the Seller authorizes the Broker, or Seller's Agent, to install a non-MLS or local board of Realtors® approved/endorsed security key-box on the Property, Seller acknowledges that it may not provide the same level of security as the MLS or local board of Realtors® approved/endorsed security key-box;
- (f) Hold Open-Houses at the Property;
- (g) Place for sale, sold, or other similar signs ("Signs") on the Property (i.e., the only Signs on the Property shall be that of the Company);
- (h) Order a Preliminary Title Report on the Property;
- (i) Order a Home Warranty Plan, if applicable;
- (j) Communicate with the Seller for the purpose of soliciting real estate related goods and services during and after the term of this Listing Agreement; and
- (k) Place the Earnest Money Deposit into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

**10. PERSONAL PROPERTY.** The Seller acknowledges that the Company has discussed with Seller the safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in Section 9.



**LAND**

**LAND**

Fields marked with an asterisk ( \* ) are required.

Previous MLS# \_\_\_\_\_

**PROPERTY LOCATION**

**Pricing Information**

List Price\* 149000  
And / Or Lease Price (Base) \_\_\_\_\_  
Short Sale\*  
 Not Short Sale  
 Price Subject to 3rd Party Approval  
 Price Previously Approved by 3rd Party  
 Offer Under 3rd Party Review

**Address Information**

Non-Standard Address (See Directions)   
House Number\* 10462  N  S  E  W  
Street Name or Number\* COTTONWOOD  N  S  E  W  
Street Type DR  
Quadrant\*  NW  NE 10462 North / South  
 SW  SE 4350 East / West  
Zip\* 84062 City\* Cedar Hills  
County\* Utah State\* UT  
Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

**Section Description**

Lot# 6

Project / Subdivision COTTONWOC

**School Information**

School District\* Alpine  
Junior High School\* Mt Ridge  
Private School \_\_\_\_\_

Zoning \_\_\_\_\_

Elementary School\* Cedar Ridge  
High School\* Lone Peak  
Other School \_\_\_\_\_

**HOA Information**

HOA Fee / Month\* 0

**SITE INFORMATION**

**Tax / Parcel Information**

No Assigned Parcel # OR\* Taxes 1  
Tax Parcel Number\* 65-407-0006  
Property Type\*  Residential  Commercial  Industrial  
 Recreational  Agricultural  Multi Housing  
 Other

**Irrigation Companies**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Lot Dimensions**

Acres\* 0.35 Frontage \_\_\_\_\_  
Frontage Facing  N  S  E  W  NE  SE  NW  SW  
Side \_\_\_\_\_ Back \_\_\_\_\_  Irregular Shape

CCR's  No  Yes

**Water**

Number of Shares: \_\_\_\_\_  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Rights: \_\_\_\_\_  
Wells \_\_\_\_\_  Certified  Applied  
Surface \_\_\_\_\_  Certified  Applied  
Developed Spring \_\_\_\_\_  Certified  Applied  
Culinary Well Health Inspected  No  Yes

**Utility Accessibility**

Water \_\_\_\_\_ (in feet) Sewer \_\_\_\_\_ (in feet)  
Natural Gas \_\_\_\_\_ (in feet) Usable Electric \_\_\_\_\_ (in feet)  
Pressurised Irr. \_\_\_\_\_ (in feet)

**LISTING INFORMATION**

Listing Date\* 05/09/2014 Expiration Date\* 11/09/2014

Owner Name \_\_\_\_\_

REO/Foreclosure/Bank Owned  HUD Owned  Owner/Agent

Contact Type  Agent  Owner  Secretary

Contact for Appointments & Access Randy Smith

Contact Phone 1 801-830-1995  Voice  TDD

Contact Phone 2 \_\_\_\_\_  Voice  TDD

Listing Type\*  EAL  ERS

Photo Instructions\*  Under Construction  I Will Provide  To Be Built

Dual/VAR Rate\*  Yes  No

SELLER'S INITIALS DB DATE 6/18/2014

Compensation Offered\* BAC 3% BAC Based on\*  Gross  NET

Possession Immediate

Publicly Searchable  Address Not Visible  Not Searchable

**Listing Agent Information**

Agent Public ID\* SMIRAN Co-Agent Public ID\* \_\_\_\_\_

Agent Name Randy Smith

Co-Agent Name \_\_\_\_\_

Office License ID# 8459516

Office Name Equity Real Estate - Results

The information in gray will be supplied by the WFR Membership Database (Completion Optional)

SELLER'S INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

**Connection Fees**

Recommended Maximum 5\*

- Gas
- Irrigation
- None
- Power
- Sewer
- Water
- See Remarks

**Water**

Recommended Maximum 3\*

- Connected
- Culinary Available
- Not Available
- Not Connected
- Private
- Secondary
- Spring
- Stubbed
- Well(s)
- See Remarks

**Driveway / Access**

Recommended Maximum 2\*

- Asphalt
- Circular
- Common Drive
- Concrete
- Dirt
- Gravel
- See Remarks

**Ext. Special Features**

Recommended Maximum 5\*

- Barn
- Bunkhouse
- Cement Ditches
- Corral(s)
- Grain Elevator
- Out Buildings
- Rail Spur
- Silo
- See Remarks

SELLER'S INITIALS

DS  
DB

DATE 6/18/2014

SELLER'S INITIALS

DATE

**Irrigation**

Recommended Maximum 5\*

- Available
- Gravity
- Not Available
- Pressurized
- Pumped
- Rights: Owned
- Rights: Rented
- Shares: Owned
- Shares: Rented
- Springs: Developed
- Stubbed
- Well: Artesian
- Well: Pumped
- See Remarks

**Land Use**

Recommended Maximum 5\*

- Fruit Trees
- Grain
- Hay
- Landscaping: Full
- Landscaping: Part
- Mature Trees
- Pasture
- Pasture: Sub-Irrigated
- Pines
- Row Crops
- Sage
- Scrub Oak
- Stream
- Terraced Yard
- Vegetable Garden
- Weeds
- See Remarks

**Lot Facts**

Recommended Maximum 10\*

- Additional Land Available
- Adjacent to Golf Course
- Corner Lot
- Cul-de-Sac
- Curb & Gutter
- Equestrian Access
- Excl. Mineral Rights
- Excl. Oil/Gas Rights
- Fenced: Full
- Fenced: Part
- Horse Property
- Secluded Yard
- Sidewalks
- Terrain: Flat
- Terrain: Grad Slope
- Terrain: Hilly
- Terrain: Mountain
- Terrain: Steep Slope
- View: Lake
- View: Mountain
- View: Valley
- Wooded
- See Remarks

**Terms**

Recommended Maximum 10\*

- Assumption: Qualify
- Assumption: Simple
- Cash
- Commercial Fin. Req.
- Conventional
- Exchange
- Lease Option
- Owner 2nd
- Seller Finance
- Seller Will Subordinate
- See Remarks

**Utilities**

Recommended Maximum 5\*

- Gas: Available
- Gas: Connected
- Gas: Not Available
- Gas: Not Connected
- Gas: Stubbed
- Power: Available
- Power: Connected
- Power: Not Available
- Power: Not Connected
- Power: Stubbed
- Sewer: Available
- Sewer: Connected
- Sewer: Not Available
- Sewer: Not Connected
- Sewer: Private
- Sewer: Public
- Sewer: Septic Tank
- Sewer: Stubbed
- See Remarks

**Zoning**

Recommended Maximum 5\*

- Agricultural
- Commercial
- Industrial
- Multi-Family
- Single-Family
- See Remarks

Cottonwood Hills Estates - One of 7 spectacular, fully-improved view lots in Cedar Hills!

**Agent Remarks**

**Directions / Non-Standard Address**

**HOA Remarks**

The Undersigned is the owner of the real property described in this Listing Input Form ("Owner") and hereby acknowledges receipt of completed copies of this document, (Form B, 3 pages) and the Exclusive Right to Sell Listing Agreement.

Owner acknowledges that Wasatch Front Regional Multiple Listing Service, Inc. ("WFRMLS") maintains a multiple listing service database for brokers and agents, and others (the "MLS Database"), and a database of listings which is available to the public (the "IDX Database"). Owner consents to WFRMLS including all of the information included in this Listing Input Form (the "Listing") in the MLS Database and the IDX Database, and any modifications of the MLS Database and IDX Database, the licensing of the MLS Database and IDX Database to any third party, disclosure and public display of the Listing, and any other lawful use of the Listing by WFRMLS. Owner hereby irrevocably assigns and transfers to WFRMLS all right, title, and interest in and to any copyright rights and other intellectual property rights, and any actions and causes of action related to the foregoing, and any damages, profits and other recoveries related thereto, which Owner may have or acquire in and to the Listing and any and all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the property that are associated with the Listing and any changes thereto ("Listing Content").

Owner represents and warrants to WFRMLS that the information contained herein is correct and that the Listing, Listing Content, and the assignment of rights to WFRMLS set forth above does not violate or infringe upon the rights, including any intellectual property rights, of any person or entity. Owner agrees to indemnify and hold harmless WFRMLS against all damages, costs and liabilities, including reasonable attorney fees, arising from any claim that the Listing, Listing Content, or any portion thereof infringes the rights of any third party.

OWNER'S SIGNATURE

*David Burker*  
2768DC10727F482...  
City Manager

OWNER'S SIGNATURE



# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE



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11. ATTACHMENT. The Data Form is incorporated into this Listing Agreement by this reference. In addition to the Data Form, there [ ] ARE [X] ARE NOT additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

12. EQUAL HOUSING OPPORTUNITY. The Seller and the Company shall comply with Federal, State, and local fair housing laws.

13. ELECTRONIC TRANSMISSION & COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of this Listing Agreement and any addenda, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Listing Agreement and any addenda may be executed in counterparts.

14. DUE-ON-SALE. Certain types of transactions may trigger what is commonly referred to as a "due-on-sale" clause. A "due-on-sale" clause typically states that the Seller's lender or mortgagee may call the loan due and payable in full if the Seller participates in certain types of transactions. These types of transactions may include, but are not limited to, transactions where: (a) The sale of the property does not result in the underlying debt being paid in full; (b) The parties enter into a seller-financed transaction; (c) A lease option agreement is entered into; or (d) Any other unauthorized transfer of title to the Property has occurred without the lender's consent. The Seller understands that if any underlying encumbrances or mortgages on the Property contain a "due-on-sale clause," and the "due-on-sale" clause is triggered, the lender may call the entire unpaid balance of the loan immediately due.

15. ENTIRE AGREEMENT. This Listing Agreement, including the Seller's Property Condition Disclosure form and the Data Form, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. This Listing Agreement may not be modified or amended except in writing signed by the parties hereto.

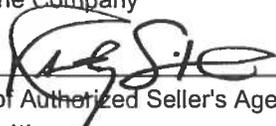
16. EFFECTIVE DATE. This Listing Agreement is entered into and is effective as of the date: (a) The Seller and the authorized Seller's Agent or Broker have signed this Listing Agreement; and (b) The authorized Seller's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date").

THE UNDERSIGNED hereby agree to the terms of this Listing Agreement.

DocuSigned by: <u>David Bunker</u>	_____	6/18/2014
2766DC10727F462... (Seller's Signature)	(Address/Phone)	(Date)
City of Cedar Hills	10246 N Canyon Road, Cedar Hills, Utah 84062	

_____	_____	_____
(Seller's Signature)	(Address/Phone)	(Date)

ACCEPTED by the Company

by: <u></u>	5-9-14
(Signature of Authorized Seller's Agent or Broker)	(Date)
Randy Smith	

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LAND

Fields marked with an asterisk ( \* ) are required.

Previous MLS# \_\_\_\_\_

PROPERTY LOCATION

Pricing Information

List Price\* 149000  
And / Or Lease Price (Base) \_\_\_\_\_  
Short Sale\*  
 Not Short Sale  
 Price Subject to 3rd Party Approval  
 Price Previously Approved by 3rd Party  
 Offer Under 3rd Party Review

Address Information

Non-Standard Address (See Directions)   
House Number\* 10448  N  S  E  W  
Street Name or Number\* COTTONWOOD  N  S  E  W  
Street Type DR  
Quadrant\*  NW  NE 10448 North / South  
 SW  SE 4350 East / West  
Zip\* 84062 City\* Cedar Hills  
County\* Utah State\* UT  
Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

Section Description

Lot# 7

Project / Subdivision COTTONWOC

Zoning \_\_\_\_\_

School Information

School District\* Alpine  
Junior High School\* Mt Ridge  
Private School \_\_\_\_\_

Elementary School\* Cedar Ridge  
High School\* Lone Peak  
Other School \_\_\_\_\_

HOA Information

HOA Fee / Month\* 0

SITE INFORMATION

Tax / Parcel Information

No Assigned Parcel # OR\* Taxes 1  
Tax Parcel Number\* 65-407-0007  
Property Type\*  Residential  Commercial  Industrial  
 Recreational  Agricultural  Multi Housing  
 Other

Irrigation Companies

\_\_\_\_\_  
\_\_\_\_\_

Lot Dimensions

Acres\* 0.35 Frontage \_\_\_\_\_  
Frontage Facing  N  S  E  W  NE  SE  NW  SW  
Side \_\_\_\_\_ Back \_\_\_\_\_  Irregular Shape

CCR's  No  Yes

Water

Number of Shares: \_\_\_\_\_  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Acre Ft. Share \_\_\_\_\_  Own  Lease  
Acre Ft. Share \_\_\_\_\_  Own  Lease

Utility Accessibility

Water \_\_\_\_\_ (in feet) Sewer \_\_\_\_\_ (in feet)  
Natural Gas \_\_\_\_\_ (in feet) Usable Electric \_\_\_\_\_ (in feet)  
Pressurised Irr. \_\_\_\_\_ (in feet)

Rights: \_\_\_\_\_  
Wells \_\_\_\_\_  Certified  Applied  
Surface \_\_\_\_\_  Certified  Applied  
Developed Spring \_\_\_\_\_  Certified  Applied  
Culinary Well Health Inspected  No  Yes

LISTING INFORMATION

Listing Date\* 05/09/2014 Expiration Date\* 11/09/2014

Owner Name \_\_\_\_\_

REO/Foreclosure/Bank Owned  HUD Owned  Owner/Agent

Contact Type  Agent  Owner  Secretary

Contact for Appointments & Access Randy Smith

Contact Phone 1 801-830-1995  Voice  TDD

Contact Phone 2 \_\_\_\_\_  Voice  TDD

Listing Type\*  EAL  ERS

Photo Instructions\*  Under Construction  I Will Provide  To Be Built

Dual/VAR Rate\*  Yes  No

SELLER'S INITIALS DS DATE 6/18/2014

Compensation Offered\* BAC 3% BAC Based on\*  Gross  NET

Possession Immediate

Publicly Searchable  Address Not Visible  Not Searchable

Listing Agent Information

Agent Public ID\* SMIRAN Co-Agent Public ID\* \_\_\_\_\_

Agent Name Randy Smith

Co-Agent Name \_\_\_\_\_

Office License ID# 8459516

Office Name Equity Real Estate - Results

The information in gray will be supplied by the WFR Membership Database (Completion Optional)

SELLER'S INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

**Connection Fees**  
Recommended Maximum 5\*

- Gas
- Irrigation
- None
- Power
- Sewer
- Water
- See Remarks

**Water**  
Recommended Maximum 3\*

- Connected
- Culinary Available
- Not Available
- Not Connected
- Private
- Secondary
- Spring
- Stubbed
- Well(s)
- See Remarks

**Driveway / Access**  
Recommended Maximum 2\*

- Asphalt
- Circular
- Common Drive
- Concrete
- Dirt
- Gravel
- See Remarks

**Ext. Special Features**  
Recommended Maximum 5\*

- Barn
- Bunkhouse
- Cement Ditches
- Corral(s)
- Grain Elevator
- Out Buildings
- Rail Spur
- Silo
- See Remarks

**Irrigation**  
Recommended Maximum 5\*

- Available
- Gravity
- Not Available
- Pressurized
- Pumped
- Rights: Owned
- Rights: Rented
- Shares: Owned
- Shares: Rented
- Springs: Developed
- Stubbed
- Well: Artesian
- Well: Pumped
- See Remarks

**Land Use**  
Recommended Maximum 5\*

- Fruit Trees
- Grain
- Hay
- Landscaping: Full
- Landscaping: Part
- Mature Trees
- Pasture
- Pasture: Sub-Irrigated
- Pines
- Row Crops
- Sage
- Scrub Oak
- Stream
- Terraced Yard
- Vegetable Garden
- Weeds
- See Remarks

**Lot Facts**  
Recommended Maximum 10\*

- Additional Land Available
- Adjacent to Golf Course
- Corner Lot
- Cul-de-Sac
- Curb & Gutter
- Equestrian Access
- Excl. Mineral Rights
- Excl. Oil/Gas Rights
- Fenced: Full
- Fenced: Part
- Horse Property
- Secluded Yard
- Sidewalks
- Terrain: Flat
- Terrain: Grad Slope
- Terrain: Hilly
- Terrain: Mountain
- Terrain: Steep Slope
- View: Lake
- View: Mountain
- View: Valley
- Wooded
- See Remarks

**Terms**  
Recommended Maximum 10\*

- Assumption: Qualify
- Assumption: Simple
- Cash
- Commercial Fin. Req.
- Conventional
- Exchange
- Lease Option
- Owner 2nd
- Seller Finance
- Seller Will Subordinate
- See Remarks

**Utilities**  
Recommended Maximum 5\*

- Gas: Available
- Gas: Connected
- Gas: Not Available
- Gas: Not Connected
- Gas: Stubbed
- Power: Available
- Power: Connected
- Power: Not Available
- Power: Not Connected
- Power: Stubbed
- Sewer: Available
- Sewer: Connected
- Sewer: Not Available
- Sewer: Not Connected
- Sewer: Private
- Sewer: Public
- Sewer: Septic Tank
- Sewer: Stubbed
- See Remarks

**Zoning**  
Recommended Maximum 5\*

- Agricultural
- Commercial
- Industrial
- Multi-Family
- Single-Family
- See Remarks

DS  
DB

SELLER'S INITIALS

DATE 6/18/2014

SELLER'S INITIALS

DATE

Cottonwood Hills Estates - One of 7 spectacular, fully-improved view lots in Cedar Hills!

**Agent Remarks**

**Directions / Non-Standard Address**

**HOA Remarks**

The Undersigned is the owner of the real property described in this Listing Input Form ("Owner") and hereby acknowledges receipt of completed copies of this document, (Form B, 3 pages) and the Exclusive Right to Sell Listing Agreement.

Owner acknowledges that Wasatch Front Regional Multiple Listing Service, Inc. ("WFRMLS") maintains a multiple listing service database for brokers and agents, and others (the "MLS Database"), and a database of listings which is available to the public (the "IDX Database"). Owner consents to WFRMLS including all of the information included in this Listing Input Form (the "Listing") in the MLS Database and the IDX Database, and any modifications of the MLS Database and IDX Database, the licensing of the MLS Database and IDX Database to any third party, disclosure and public display of the Listing, and any other lawful use of the Listing by WFRMLS. Owner hereby irrevocably assigns and transfers to WFRMLS all right, title, and interest in and to any copyright rights and other intellectual property rights, and any actions and causes of action related to the foregoing, and any damages, profits and other recoveries related thereto, which Owner may have or acquire in and to the Listing and any and all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the property that are associated with the Listing and any changes thereto ("Listing Content").

Owner represents and warrants to WFRMLS that the information contained herein is correct and that the Listing, Listing Content, and the assignment of rights to WFRMLS set forth above does not violate or infringe upon the rights, including any intellectual property rights, of any person or entity. Owner agrees to indemnify and hold harmless WFRMLS against all damages, costs and liabilities, including reasonable attorney fees, arising from any claim that the Listing, Listing Content, or any portion thereof infringes the rights of any third party.

OWNER'S SIGNATURE

*David Bunker*  
City Manager  
2766DC10727F462

OWNER'S SIGNATURE



## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE

THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING  
DESIGNATED AGENCY BROKERAGE

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE ("Listing Agreement") is entered into by and between Equity Real Estate - Results (the "Company") and City of Cedar Hills (the "Seller").

**1. TERM OF LISTING.** The Seller hereby grants to the Company, including Randy Smith (the "Seller's Agent") as the authorized agent for the Company starting on the Effective Date as defined in section 16 below, and ending at 5:00 P.M. (Mountain Time) on the 10th day of November, 2014 (the "Listing Period"), the exclusive right to sell, lease, or exchange real property owned by the Seller, described as: Lot 7, Cottonwood Hills Estates - 10448 N Cottonwood Dr Cedar Hills UT 84062 (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing.

**2. BROKERAGE FEE.** If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of \$---- or 6 % of such acquisition price (the "Brokerage Fee"). The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the Closing documents for the acquisition of the Property; (b) If a lease, the effective date of the lease; and (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. The Company is authorized to share the Brokerage Fee with another brokerage participating in any transaction arising out of this Listing Agreement.

**3. PROTECTION PERIOD.** If within 3 months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

**4. SELLER WARRANTIES/DISCLOSURES.** The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that Seller has marketable title and an established right to sell, lease or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a policy of title insurance in accordance with the terms of any real estate purchase contract entered into between buyer and Seller. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (a) The Seller providing incorrect or inaccurate information regarding the Property; (b) The Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (c) Any injuries resulting from any unsafe conditions within the Property.

### 5. AGENCY RELATIONSHIPS.

**5.1 Duties of a Seller's Agent.** By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's Agent or the Broker will be unavailable to service the Property. As agents for the Seller, they have fiduciary duties to the Seller that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

**5.2 Duties of a Limited Agent.** The Seller understands that the Seller's Agent and the Broker may now, or in the future, be agents for a buyer who may wish to negotiate a purchase of the Property. Then the Seller's Agent and the Broker may be acting as Limited Agents - representing both the Seller and buyer at the same time. A Limited Agent has fiduciary duties to both the Seller and the buyer as required by law. However, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality.

Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other – for example, the highest price the buyer will offer, or the lowest price the Seller will accept. However, the Limited Agent will be required to disclose information given to the agent in confidence by the other party if failure to disclose such information would be a material misrepresentation regarding the Property or regarding the ability of the parties to fulfill their obligations. The Seller is advised that neither the Seller nor the buyer is required to accept a limited agency situation in the Company, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Seller's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the Seller and buyer.

**6. PROFESSIONAL ADVICE.** The Company and the Seller's Agent are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. The Seller is advised not to rely on the Company, or any agents of the Company, for a determination regarding the physical or legal condition of the Property. If the Seller desires advice regarding: (a) Past or present compliance with zoning and building code requirements; (b) Legal or tax matters; (c) The physical condition of the Property; (d) This Listing Agreement; or (e) Any transaction for the acquisition of the Property, the Seller's Agent and the Company strongly recommend that the Seller obtain such independent advice. If the Seller fails to do so, the Seller is acting contrary to the advice of the Company.

**7. DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after a Closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and the Company. Each party agrees to bear its own costs of mediation. If mediation fails, any other remedies available at law shall apply.

**8. ATTORNEY FEES/GOVERNING LAW.** Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a Closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action. This Listing Agreement shall be governed and construed in accordance with the laws of the State of Utah.

**9. ADVERTISING/SELLER AUTHORIZATIONS.** The Seller authorizes the Company and the Seller's Agent to advertise the Property for sale through any printed and/or electronic media deemed necessary and appropriate by the Seller's Agent and the Company, including, but not limited to, each Multiple Listing Service (MLS) in which the Company participates. The Seller agrees that any advertising the Seller intends to conduct, including print and/or electronic media, shall first be approved in writing by the Seller's Agent. The Seller further agrees that the Seller's Agent and the Company are authorized to:

- (a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;
- (b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):  
 County Records    Appraisal    Building Plans    Other (explain) \_\_\_\_\_
- (c) Obtain financial information from any lender or other party holding a lien or interest on the Property;
- (d) Have keys to the Property, if applicable;
- (e) Have an MLS or local board of Realtors® approved/endorsed security key-box installed on the Property. If the Seller authorizes the Broker, or Seller's Agent, to install a non-MLS or local board of Realtors® approved/endorsed security key-box on the Property, Seller acknowledges that it may not provide the same level of security as the MLS or local board of Realtors® approved/endorsed security key-box;
- (f) Hold Open-Houses at the Property;
- (g) Place for sale, sold, or other similar signs ("Signs") on the Property (i.e., the only Signs on the Property shall be that of the Company);
- (h) Order a Preliminary Title Report on the Property;
- (i) Order a Home Warranty Plan, if applicable;
- (j) Communicate with the Seller for the purpose of soliciting real estate related goods and services during and after the term of this Listing Agreement; and
- (k) Place the Earnest Money Deposit into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

**10. PERSONAL PROPERTY.** The Seller acknowledges that the Company has discussed with Seller the safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in Section 9.

11. ATTACHMENT. The Data Form is incorporated into this Listing Agreement by this reference. In addition to the Data Form, there [ ] ARE [X] ARE NOT additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

12. EQUAL HOUSING OPPORTUNITY. The Seller and the Company shall comply with Federal, State, and local fair housing laws.

13. ELECTRONIC TRANSMISSION & COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of this Listing Agreement and any addenda, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Listing Agreement and any addenda may be executed in counterparts.

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15. ENTIRE AGREEMENT. This Listing Agreement, including the Seller's Property Condition Disclosure form and the Data Form, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. This Listing Agreement may not be modified or amended except in writing signed by the parties hereto.

16. EFFECTIVE DATE. This Listing Agreement is entered into and is effective as of the date: (a) The Seller and the authorized Seller's Agent or Broker have signed this Listing Agreement; and (b) The authorized Seller's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date").

THE UNDERSIGNED hereby agree to the terms of this Listing Agreement.

DocuSigned by:		
<u>David Bunker</u>	_____	<u>6/18/2014</u>
<small>2766DC10727F462</small>	(Address/Phone)	(Date)
(Seller's Signature)	10246 N Canyon Road, Cedar Hills, Utah 84062	
City of Cedar Hills		
City Manager		
_____	_____	_____
(Seller's Signature)	(Address/Phone)	(Date)

ACCEPTED by the Company

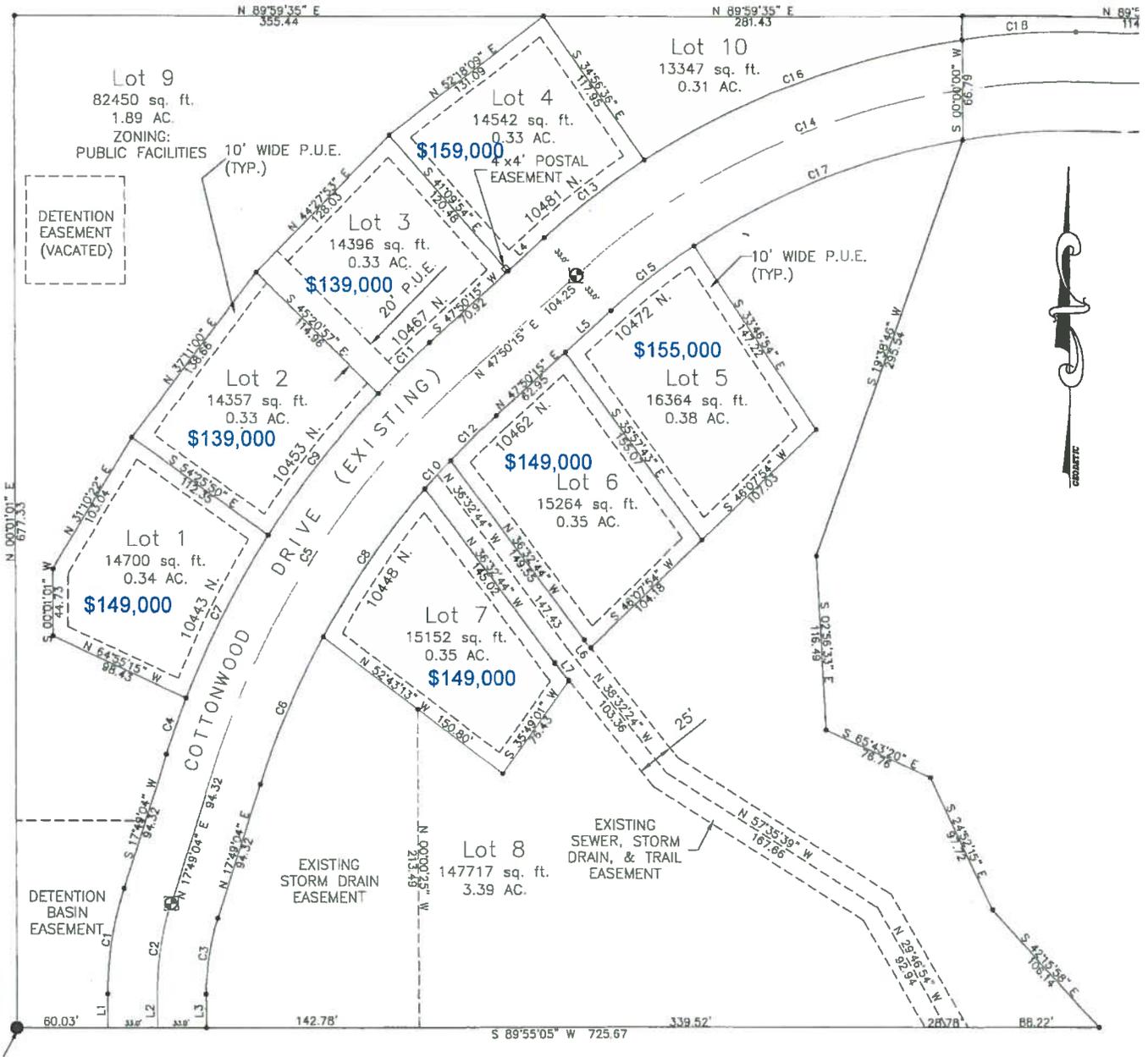
by:  5-9-14

(Signature of Authorized Seller's Agent or Broker) (Date)

Randy Smith

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Introducing  
**Cottonwood Hills Estates**  
 Seven Premier View Lots in the heart  
 of Cedar Hills



Marketed exclusively by:

**The Randy Smith Team**  
 801-830-1995  
 Equity Real Estate