

Entry 2021004217
Book 1714 Pages 133-134 \$40.00
30-Apr-21 03:13
BRENDA MCDONALD
RECORDER, UINTAH COUNTY, UTAH
ADVANCED TITLE COMPANY, INC.
71 NORTH 100 WEST, VERNAL, UTAH 84078
Rec By: Monica Hill, Deputy Recorder
Electronic Recording

File: 23835

WARRANTY DEED

Ent 2021004217
Book 1714 Pg 133

HDE, LLC, a Utah limited liability company ("Seller"), Grantor, of Vernal Utah hereby warrants and conveys to Uintah School District, Grantee, of 826 South 1500 East, Vernal, Utah 84078, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described real property located in Uintah County, Utah, to-wit:

05-047-0061:

Lot 4 HASLEM INDUSTRIAL PARK, according to the official Plat thereof on file in the office of the Recorder, Uintah County, Utah

Also:

Beginning at a point in Section 25, Township 4 South, Range 21 East, Salt Lake Base and Meridian, North parallel to the East line said Section 728.65 feet; and West parallel to the East-West quarter Section line, said Section 70.91 feet from the Southeast corner of the NE 1/4 of said Section 25; said beginning point is on the West right-of-way line of U.S. Highway 40; thence South 89°26'06" West 589.09 feet; thence North 00°47'02" West 261.36 feet parallel to the East line said Section, thence North 89°26'12" East parallel to the said quarter Section line 578.00 feet to the said Highway right-of-way line, thence South 03°13'12" East along said Highway right-of-way line 261.62 feet more or less, to the point of beginning.

Together with all easements, improvements, and other appurtenances.

WITNESS the hand of said Grantor this 30th day of April,

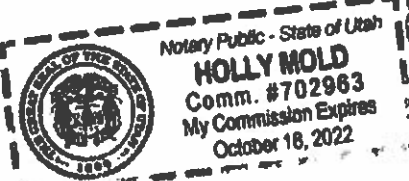
2021.

GRANTOR:
HDE, LLC,

By: 

STATE OF UTAH)
) ss.
COUNTY OF UINTAH)

On the 30 day of April, 2021, personally appeared before me Holly Mold, signer of the foregoing instrument, who duly acknowledged to me that he executed the same, that he is the manager of HDE, LLC, and authorized on behalf of HDE, LLC, to sign this document.

 Holly Mold
Notary Public

This document has been recorded electronically.
Please see the attached copy to view the County
Recorder's stamp as it now appears in the Public
Record.

Date: 4-30-21
Entry: 202100425
Submitted by Advanced Title Company, Inc.

File: 23835

WARRANTY DEED

HDE, LLC, a Utah limited liability company ("Seller"), Grantor, of Vernal Utah hereby warrants and conveys to Uintah School District, Grantee, of 826 South 1500 East, Vernal, Utah 84078, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described real property located in Uintah County, Utah, to-wit:

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Together with all easements, improvements, and other appurtenances.

WITNESS the hand of said Grantor this 30th day of April, 2021.

GRANTOR:
HDE, LLC,

By: 

STATE OF UTAH)
) ss.
COUNTY OF UINTAH)

On the 30 day of April, 2021, personally appeared before me Holly Mold, signer of the foregoing instrument, who duly acknowledged to me that he executed the same, that he is the manager of HDE, LLC, and authorized on behalf of HDE, LLC, to sign this document.



Holly Mold
Notary Public

ADVANCED TITLE COMPANY, INC.
ALTA Universal ID 1017234
71 North 100 West
Vernal, Utah 84078

File No./Escrow No.: 23835
Print Date & Time: April 29, 2021 at 06:10 PM
Officer/Escrow Officer: Holly Mold
Settlement Location: 71 North 100 West, Vernal, UT 84078
Property Address: 826 SOUTH 1500 EAST
 VERNAL, UT 84078
Borrower: UINTAH SCHOOL DISTRICT
Seller: First American Exchange Company, LLC as QI for HDE, LLC
Lender:
Settlement Date: April 30, 2021
Disbursement Date: April 30, 2021

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sale Price of Property *Per 3rd Amendment attached herto	\$ 9,794,780.00	
Deposit		\$ 100,000.00
Prorations/Adjustments		
Loan Charges to		
Other Loan Charges		
Impounds		
Title Charges & Escrow / Settlement Charges		
Title - Closing Fee	to ADVANCED TITLE COMPANY, INC.	\$ 300.00
Title - Wire (\$25 each)	to ADVANCED TITLE COMPANY, INC.	\$ 25.00
Title - E-Recording Fee	to SIMPLIFILE	\$ 6.00
Government Recording and Transfer Charges		
Recording Fees	to UINTAH COUNTY RECORDER	\$ 40.00
Deed:\$40.00 Mortgage:\$0.00		
Payoffs		
Miscellaneous		

Debit

Credit

Subtotals	\$ 9,795,151.00	\$ 100,000.00
Balance Due FROM		\$ 9,695,151.00
TOTALS	\$ 9,795,151.00	\$ 9,795,151.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize ADVANCED TITLE COMPANY, INC. to cause the funds to be disbursed in accordance with this statement.

UINTAH SCHOOL DISTRICT

BY: 
RICK WOODFORD, SUPERINTENDENT

BY: 
DAVE CHIVERS, BOARD PRESIDENT

BY: 
JASON JOHNSON, BUSINESS ADMINISTRATOR


Holly Mold, Escrow Officer

RESOLUTION

The Board of the Uintah School District, at its regular board meeting on April 14, 2021, discussed the status of the real estate purchase agreement with HDE Inc. Details of the transaction were discussed in a closed session. In open session it was discussed that the purchase of the real property was ready to close.

A motion was made by Robin McClellan and seconded by Harlan "Scott" Wilkens as follows:

Whereas the Uintah School District and HDE Inc. entered into a real estate purchase agreement effective May 15, 2021 and

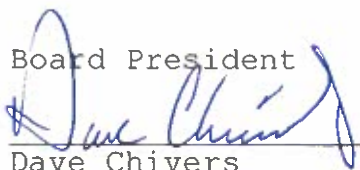
Whereas the parties have completed the terms of that agreement and are ready to close the transaction,

Therefore it is hereby resolved that:

The closing of the transaction by personnel of the Uintah School District being Board President, Dave Chivers, Superintendent Rick Woodford and Business Administration, Jason Johnson is hereby authorized and approved and the above named persons are authorized and directed to pay the purchase price and sign the documents needed to close the transaction.

The motion passed unanimously.

Board President


Dave Chivers

Attest: Business Administrator


Jason Johnson

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, HDE, LLC, a Utah limited liability company, for and in consideration of the sum of Ten and No/100 dollars and other consideration, paid by Uintah School District, receipt whereof is hereby acknowledged, hereby sells, assigns, and transfers unto Uintah School District the following:

1. Agreement with Naples City dated 2021 regarding the use of 1150 East Street.

2. All warranties received by HDE, from manufactures and contractors, as part of the HDE, LLC's remodel and site improvements of the property.

IN WITNESS WHEREOF, HDE, LLC, has hereunto signed its name this 30 day of April, 2021.

HDE, LLC,

By: 

STATE OF UTAH)
) ss.
COUNTY OF UINTAH)

On this 30 day of April, 2021, personally appeared before me Holly Mohr, the signer of the foregoing instrument who duly acknowledged to me that his is the manager of HDE, LLC and that he executed the same on behalf of HDE, LLC.

My commission Expires:

10-18-22

Holly Mold

Notary Public

Residing at Vernal UT



AGREEMENT OF LEASE

This Lease, is effective the 1st day of May 2021, by and between Uintah School District, hereinafter called "Owner", and B H, Inc. (BHI), hereinafter called "Tenant".

1. Non-Standard Provisions

The following entries constitute the non-standard provisions of this Lease and are referred to elsewhere herein:

a. The Premises consist of buildings and yard situated at 826 South 1500 East, Vernal, Utah 84078, and described as follows:

05-047-0061:

Lot 4 HASLEM INDUSTRIAL PARK, according to the official Plat thereof on file in the office of the Recorder, Uintah County, Utah

05-047-0040:

Beginning at a point in Section 25, Township 4 South, Range 21 East, Salt Lake Base and Meridian, North parallel to the East line said Section 728.65 feet; and West parallel to the East-West quarter Section line, said Section 70.91 feet from the Southeast corner of the NE 1/4 of said Section 25; said beginning point is on the West right-of-way line of U.S. Highway 40; thence South 89°26'06" West 589.09 feet; thence North 00°47'02" West 261.36 feet parallel to the East line said Section, thence North 89°26'12" East parallel to the said quarter Section line 578.00 feet to the said Highway right-of-way line, thence South 03°13'12" East along said Highway right-of-way line 261.62 feet more or less, to the point of beginning.

b. The lease term shall for two (2) months commencing May 1, 2021 and ending June 30, 2021.

c. Rent: The rent is due and payable in monthly payments in advance of \$5,000.00 per month.

d. Uses permitted on the Premises: The premises shall be used for the operation of an oilfield and general construction business, office space, parking and storage.

2. Premises.

Owner hereby leases to Tenant, and Tenant hereby leases of Owner, upon the terms and conditions herein set forth, those certain premises described in Article 1a. The areas so leased are herein called "Premises".

3. Term.

The lease term shall be as stated in Article 1b.

4. Rent.

Tenant shall pay Owner the rental stated in Article 1c in monthly payments in advance. The first payment shall be pro rated for the remainder of the month of April and paid upon the execution of this agreement and each additional rental payment shall be made monthly thereafter on the first day of each month commencing with the month of May 2021. The rent shall be paid to Owner at _____, Vernal, Utah, 84078, or at such other place as Owner may, from time to time, designate in writing.

5. Use.

Tenant shall use and occupy the Premises during the entire lease term only for the purpose(s) stated in Article 1d and for no other purpose(s) without the written consent of Owner. No use shall be made of the Premises, nor act done in or about the Premises, which is unlawful or which will increase the existing rate of insurance upon the Premises. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance or other act. Tenant shall observe such reasonable rules and regulations as may be adopted and published

by Owner for the safety, care and cleanliness of the Premises and the preservation of good order therein.

6. Possession.

Tenant is presently in possession of the Premises.

7. Services Provided By Owner.

The Tenant shall furnish to the Premises and pay for the culinary water, heat, lighting, sewer services, janitorial services and any supplies required for the Premises herein leased by Tenant.

Owner shall not be liable to Tenant for any loss or damage caused by or resulting from any temporary, variation, interruption, or failure of any service due to any cause whatsoever, and no temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident, strike or conditions or events not under Owner's control, shall be deemed as an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder.

8. Acceptance of The Premises.

No representations, except such as are contained herein or endorsed herein, have been made to the Tenant respecting condition of said the Premises and the taking possession of said the Premises by Tenant shall be conclusive evidence against Tenant that the Premises were in good and satisfactory condition when possession of the same was so taken.

Tenant shall, at the termination of this lease by the expiration of time or otherwise, surrender and deliver up the Premises to Owner in as good condition as when received by Tenant or as thereafter improved by Owner, reasonable use and wear and damages by fire or other casualty excepted.

Tenant hereby waives any right to make repairs at Owner's expense. Tenant shall not make any alteration, addition or improvement in or to the Premises, or make changes in locks on doors, or add, disturb or in any way change any plumbing or wiring without first obtaining written consent of Owner. All damage or injury done to the Premises by Tenant or by any persons who may be in or upon the Premises with the consent of Tenant, shall be paid for by Tenant and Tenant shall pay for all damage to the Premises caused by Tenant's misuse of the Premises or the appurtenances thereto. All normal repairs necessary to maintain the Premises in a tenantable condition shall be done by or under the direction of Owner and at Owner's expense except as otherwise provided herein.

Owner may make any alterations or improvements which Owner may deem necessary or advisable for the preservation, safety or improvement of the Premises. The alterations or improvements will be made at times convenient to Tenant, if possible. All alterations, additions and improvements, except fixtures installed by Tenant which are not removable without damage to the Premises, shall become the property of Owner upon the termination

of the lease term.

9. Entry and Inspection.

Owner or its authorized representatives shall have free access to the the Premises hereby leased during usual business hours for the purpose of examining or exhibiting the same or to make needed repairs or alterations of said Premises that Owner may see fit to make.

10. Damage or Destruction by Fire or Other Casualty.

If the Premises shall be destroyed or rendered untenable, either wholly or in part, by fire or other unavoidable casualty, Owner may, at its option, restore the Premises to its previous condition, and in the meantime, the rent shall be abated in the same proportion as the untenable portion the Premises bears to the whole thereof; but unless Owner, within ten (10) days after the happening of any such casualty, shall notify Tenant of its election to so restore said the Premises, this lease shall thereupon terminate and end; provided, however, Tenant may cancel this lease unless the Premises can be made tenantable within thirty (30) days of such casualty.

11. Accidents and Indemnity by Tenant.

Tenant shall defend and indemnify Owner and save it harmless from and against any and all liability, damages, costs or expenses, including attorneys' fees, on account of injuries to the person or property of Owner or other person rightfully on the Premises where such injuries are caused by the negligence or

misconduct of Tenant, or its officers, agents, servants or employees in or about the Premises, provided that the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense, or portion thereof, on account of such injuries caused by the negligence or misconduct of Owner, its officers, agents, servants or employees.

12. Insurance

(a) Insurance Coverage of The Premises. Tenant shall, at all times during the term of this lease and at Tenant's sole expense, insure its own property, and the Premises, at full replacement value against all loss or damage caused by fire, flood, or other hazards and shall name the Owner as a named insured on Tenant's policy.

(b) Personal Injury Liability Insurance. Tenant shall maintain in effect throughout the term of this lease personal injury liability insurance covering the Premises and its appurtenances and the sidewalks fronting thereon in the amount of Two Million Dollars (\$2,000,000.00) for injury to or death of any one person, and Five Million Dollars (\$5,000,000.00) for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million Dollars (\$1,000,000.00). Such insurance shall specifically insure Tenant against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Owner and Tenant but shall be so endorsed as to create the same liability

on the part of the insurer as though separate policies had been written for Owner and Tenant.

(c) Owner's Right to Pay Premiums on Behalf of Tenant. All of the policies of insurance referred to in this section shall be written in form satisfactory to Owner and by insurance companies satisfactory to Owner. Tenant shall pay all of the premiums therefor and deliver such policies, or certificates thereof, to Owner, and in the event of the failure of Tenant, either to effect such insurance in the names herein called for or to pay the premiums therefor or to deliver such policies, or certificates thereof, to Owner, Owner shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Owner with the next installment of rental, and failure to repay the same shall carry with it the same consequence as failure to pay any installment of rental. Each insurer shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Owner, that it will give to Owner fifteen (15) days' written notice before the policy or policies in question shall be altered or canceled. Owner agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by Tenant.

(d) Definition of Full Replacement Value. The term "full replacement value" as used herein, shall mean the actual replacement cost thereof from time to time less exclusions in the

normal fire insurance policy.

(e) Blanket Insurance Policies. Notwithstanding anything to the contrary contained in this section, Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, that the coverage afforded Owner will not be reduced or diminished or otherwise be different from that which would exist under a separate policy meeting all other requirements of this lease by reason of the use of such blanket policy of insurance.

13. Assignment and Subletting.

Tenant shall not assign this lease or sublet the Premises or any part thereof without first obtaining Owner's written consent. No such assignment or subletting shall relieve Tenant of Tenant's liability under the lease. Consent to any such assignment or subletting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

14. Liens and Insolvency.

Tenant shall keep The Premises free from any liens arising out of any work performed, materials ordered or obligations incurred by Tenant. If Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant, then

Owner may cancel this lease at Owner's option and it shall and may be lawful for the Owner, its agent, attorney or assigns, to take possession of the Premises and every and any part thereof, either with or without legal process, and without giving notice to quit, re-enter and again to repossess and enjoy the same as in Owner's first and former estate.

15. Default and Re-Entry.

Except for a default under the preceding paragraph for which immediate right of termination is given to Owner, if Tenant fails to pay any installment of rent within fifteen (15) days after written notice, or to perform any other covenant under this lease within thirty (30) days after written notice from Owner stated the nature of the default, Owner may cancel this lease and re-enter and take possession of the Premises using all necessary force to do so; provided, however, that if the nature of such default other than for non-payment of rent is such that the same cannot reasonably be cured within such thirty-day period, Tenant shall not be deemed to be in default if Tenant shall, within such period, commence such cure and thereafter diligently prosecute the same to completion. Notwithstanding such retaking of possession by Owner, Tenant's liability for the rent provided herein shall not be extinguished for the balance of the term of this lease. Upon such re-entry, Owner may elect either (i) to terminate this lease, in which event Tenant shall immediately pay to Owner a sum equal to that by which the then cash value of the

total rent reserved under this lease for the balance of the lease term exceeds the then reasonable rental value of the Premises for the balance of the lease term; or (ii) without terminating this lease, to relet or attempt to relet the Premises upon such terms and conditions as Owner may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of reletting and collection, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and real estate commissions paid, and thereafter to payment of all sums due or to become due Owner hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Owner any deficiency monthly, and Owner may bring an action therefor as such monthly deficiency shall arise.

Tenant hereby waives all claims for damages that may be caused by Owner's re-entering and taking possession of the Premises or removing and storing the property of Tenant as provided in this lease, and will save Owner harmless from loss, costs or damages occasioned Owner thereby, and no such re-entry shall be considered and construed to be a forcible entry.

16. Removal of Property.

If Tenant shall fail to remove any of its property of any nature whatsoever from The Premises at the termination of this lease or when Owner has the right of re-entry, Owner may, at its option, remove and store said property without liability for loss

thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Owner may, at its option, sell or permit to be sold any or all of such property at public or private sale, in such manner and at such times and places as Owner, in its sole discretion, may deem proper without notice to Tenant, and shall apply the proceeds of such sale, first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Owner from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

17. Non-Waiver.

Waiver by Owner of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Owner shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this lease, other than the failure of Tenant to pay the particular rental so accepted regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent.

18. Surrender of Possession.

At the expiration of the term of this lease, Lessee will yield and deliver up the said Premises to the Lessor, in as good order and condition as when the same were entered upon by Lessee, reasonable use and wear thereof and damage by the elements excepted.

19. Holdover.

If Tenant shall, with the written consent of Owner, hold over the expiration of the term of this lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Utah. During such tenancy, the Tenant agrees to pay to Owner the same rate of rental as set forth herein, unless a different rate be agreed upon, and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

20. Non-Liability of Owner.

Lessor shall not be responsible or liable to Tenant for any loss or damage to Tenant's property located in or upon the Premises caused by fire, theft, actions of other tenants or other parties on the Premises, failure of utilities, burglary, vandalism or any act of nature such as wind, hail, frost, etc.

21. Tax on Rental.

The rent stated in Article 1c is exclusive of any sales, business and occupation or other taxes upon, based upon or

measured by rents payable to Owner hereunder. If during the lease term any such taxes become payable by Owner to any governmental authority, the rent hereunder shall be deemed increased to net Owner the same rental after payment by Owner of any such tax as would have been payable to Owner prior to the imposition of any such tax. The foregoing does not apply to income, inheritance, gift or succession taxes payable by Owner.

22. Notice.

All notices under this lease shall be in writing and delivered in person or sent by registered mail to Owner at the same place rent payments are made, and to Tenant at the Premises or such addresses as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

23. Costs and Attorneys' Fees.

If Tenant or Owner shall bring any action for any relief against the other, declaratory or otherwise, arising out of this lease, including any suit by Owner for the recovery of rent or possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorneys' fees in such suit, and such attorneys' fees shall be deemed to have accrued on the commencement of such action.

24. Captions and Construction.

The titles to Articles of this lease are not a part of this lease and shall have no effect upon the construction or

interpretation of any part thereof. This lease shall be construed and governed by the laws of the State of Utah.

25. Owner's Consent.

Whenever Owner's consent is required under the terms hereof, such consent shall not be unreasonably withheld.

26. Successors.

All the covenants, agreements, terms and conditions contained in this lease shall apply to and be binding upon Owner and Tenant, and their respective heirs, executors, administrators, successors and assigns.


27. Environmental Hazards

Tenant agrees that it shall not bring any substance or material on to the Premises that constitutes a hazardous material, as defined by applicable law. Tenant agrees to indemnify, defend, and save harmless the Owner from and against all environmental damages to the extent arising directly or indirectly out of any release by Tenant of any hazardous materials into the air, water, or soil in the leased the Premises, that occurs after the commencement of the Lease and during the term thereof. Tenant shall not, in any event, have any liability for the release into the air, water, soil that (i) occurred prior to the Commencement Date, of any hazardous materials that, or that (ii) migrated onto the leased the Premises from a contiguous or adjoining property.

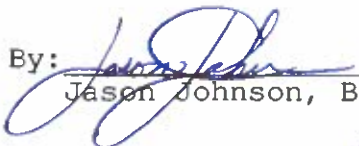
IN WITNESS WHEREOF, Owner and Tenant have executed this

lease as of the day and year first above written.

OWNER: Uintah School District

By: 
Rick Woodford, Superintendent

By: 
Dave Chivers, Board President

By: 
Jason Johnson, Business Administrator

TENANT: B H Inc. (BHI)

By: 

Attest

Secretary

THIRD AMENDMENT TO REAL ESTATE PURCHASE AND SALE
AGREEMENT

This THIRD AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT ("Amendment") is made and entered into as of April 30 2021 by and between HDE, LLC, a Utah limited liability company ("Seller"), and the Uintah School District ("Buyer").

RECITALS

Whereas the parties have entered into a Real Estate Purchase and Sale Agreement effective May 15, 2020, and

Whereas the parties have agreed to extend certain cut off and closing dates and address and clarify other issues in the Purchase Agreement.

The parties hereby consent to and agree to change the following dates in the contract:

1. Paragraph 5 the date of December 31, 2020 is changed to April 30, 2021.

2. Paragraph 12.1 the date of December 31, 2020 is changed to April 30, 2021.

3. As provided in Paragraph 5, the Seller has designed the remodel of the Real Property to the written satisfaction of the Buyer as evidenced by the Buyer's signature below. The design has been approved by the Buyer and the parties have agreed on the Updated Construction Costs. The total purchase price is calculated as follows:

Building:	\$4,160,000.00
Updated Construction Costs:	<u>\$5,634,780.00</u>
TOTAL:	\$9,794,780.00

4. The parties have determined that the sale of personal property will be addressed outside of the closing of the real property. The parties agree that the personal property as set forth on the attached Exhibit "B" and Exhibit "C" taken from the original Agreement is excluded property and is not included in the sale. All other items and property will be included in the sale and closing of the real property.

5. The parties will do a walk thru of the property prior to closing and will attach to this amendment a punch list of any items that remain to be completed.

WHEREFORE, the parties have executed this Amendment as of the date set forth at the beginning hereof, and intend to be bound hereby.

SELLER:

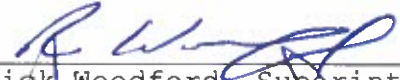
HDE, LLC, a Utah limited liability company

By: 

Erik J. Haslem, CEO

BUYER:

Uintah School District

By: 
Rick Woodford, Superintendent

By: 
Dave Chivers, Board President

By: 
Jason Johnson, Business Administrator



BUILDING RELATIONSHIPS, ONE PROJECT AT A TIME.

CONSTRUCTION MANAGEMENT > FACILITIES & PIPELINE > CIVIL & EXCAVATION > INSTRUMENTATION & ELECTRICAL > HIGH VOLTAGE > WIRELESS & COMMUNICATIONS

APRIL 29, 2021

BHI CAMPUS REMODEL PROJECT

PUNCH LIST

AREA A (SOUTH REMODEL)

1. REMOVE PAINT ON T-GRID NEAR EXECUTIVE SECRETARY DESK.
2. INSTALL ALL DOORS, FRAMES, GLASS, AND HARDWARE.
3. INSTALL T-GRID IN CLOSET – OFFICE 231.
4. REPAINT STAIR TREADS IN STAIRWELL.
5. REPLACE COVER ON FIRE STROBE IN HALLWAY.
6. INSTALL CABINETS AND BASE IN BREAKROOM.
7. REPLACE TILES IN BREAKROOM CEILING.
8. PAINT WINDOWSILLS IN BOARDROOM.
9. INSTALL GLASS AND HANDRAILS IN STAIRWELL.
10. TOUCH UP PAINT ON STAIR GUARDRAIL.
11. CAULK WINDOW FRAME IN STAIRWELL.
12. PAINT AND CAULK GAP AND MID-STAIR LANDING.
13. INSTALL WOOD CAP AT GUARDRAIL.
14. INSTALL SLIDING WINDOW IN OFFICE.
15. ADD SURFACE LIGHT AND SWITCH IN DOWNSTAIRS RESTROOM.
16. FINISH FURNACE ROOMS AND INSTALL THERMOSTATS.
17. CLEAN DRYWALL MUD OFF FLOOR IN SHOP CLOSET.
18. INSTALL METAL ON WOOD IN SHOP.
19. INSTALL STONE PILLAR AT EAST OVERHEAD DOORS, NEAR VESTIBULE.
20. INSTALL STONE ON VESTIBULE.
21. INSTALL LANDSCAPING.
22. CLEAN OUTSIDE WINDOWS.
23. INSTALL GUTTER DOWNSPOUT ON VESTIBULE.
24. REMODEL CORNER OFFICES.
25. INSTALL CAP ON VESTIBULE PARAPET WALLS.
26. REPLACE DAMAGED BATHROOM PARTITIONS.
27. SPRAY OFF GARAGE DOORS AND SHOP FLOOR.
28. INSTALL SIGNAGE IN OFFICES – VERIFY WITH USD/KMA.



- ✓ 29. REMOVE OLD OIL BURNER CHIMNEY.

AREA E (NORTH BUILDING)

1. INSTALL INSULATION IN SHOP CEILING.
2. SET AND ANCHOR LIFT IN SHOP.
3. RE-PAINT SPRAY BOOTH ROOM AND INSTALL NEW LIGHTS.

SITE IMPROVEMENTS

1. CLEAN UP CONDUITS NEAR AIRPORT FENCE BY NORTH SHOP.
2. MOVE GATE MOTOR TO NEW LOCATION.
3. STRAIGHTEN SOUTH LIGHT POLE.
4. PAINT BOLLARDS AT ELECTRICAL PANELS.
5. PROGRAM NEW GATE AND INSTALL PHOTO EYES.
6. INSTALL 2ND COAT OF PAINT ON EAST BOLLARDS.
7. REMOVE ALL BHI FLEET SIGNS ON FENCING.
8. TRIM EXPANSION JOINT MATERIAL AT NORTH WALK DOOR OF BUS GARAGE.
9. INSTALL COVERS ON LIGHT POLE BASES.
10. CUT DOWN SPARE CONDUIT AND INSTALL BOX.
11. RE-GRADE DIRT AREA & SWEEP ASPHALT.
12. REMOVE PLASTIC AT GUTTER DOWN SPOUT BOXES ON BUS GARAGE BUILDING.
13. REMOVE BLUE SPRAY PAINT OFF BUILDING FOUNDATION AT DOWNSPOUTS.
14. FILL AND PAINT BOLLARDS AT FIRE HYDRANT.
15. FINISH FUEL TANK & CLEAN RED DYE SIDE OF TANK FOR UNLEADED.
16. PROGRAM SOUTH GATE & POUR PEDESTAL FOR CARD READER.
17. INSTALL BOLLARDS AROUND GAS METER.
18. INSTALL KNOX BOX ON EXTERIOR OF BUS GARAGE BUILDING.
19. REMOVE ELECTRICAL METER AT EXTERIOR WASH BAY.

AREA D (OPEN BUS STORAGE BUILDING)

1. PRESSURE WASH AND CLEAN FLOOR & RED IRON.
2. INSTALL LIGHT SWITCHES.
3. INSTALL HOOKS FOR BLOCK HEATER CORDS.
4. INSTALL BREAKER PANEL SCHEDULE.
5. REMOVE SPRAY PAINT ON SOUTH FOUNDATION WALL.



AREA B&C (BUS STORAGE BUILDING)

1. CLEAN STOREFRONT GLASS & FRAMES.
2. TOUCH UP PAINT IN VESTIBULE.
3. PROGRAM GARAGE DOOR REMOTES.
4. REPLACE THERMOSTAT.
5. INSTALL MIRRORS IN RESTROOMS.
6. INSTALL GLASS IN HOLLOW METAL DOORS.
7. TOUCH UP PAINT ON WALLS.
8. REMOVE BROKEN KEY IN SOUTH WALK DOOR.
9. INSTALL COVERS ON FLOOR HEATING PIPING.
10. RE-FRAME OPENINGS AND INSTALL SHOP FANS.
11. INSTALL LOUVERS.
12. INSTALL (2) MISSING GAS UNIT HEATERS.
13. FINISH INSTALLING BOILER PLUMBING AND PROGRAM.
14. FINISH CLEANING FLOORS IN SHOP.
15. REPLACE MISSING GLASS IN OVERHEAD DOOR ALONG WEST SIDE.
16. FIXED DAMAGED PANELS AT SOUTHWEST OVERHEAD DOOR.
17. FIX INSULATION ABOVE WALK DOORS ON THE NORTH AND SOUTH.
18. CLEAN UP INSULATION AT WOOD TO METAL BUILDING TRANSITION.
19. REMOVE SPRAY PAINT OFF FOUNDATION WALLS.
20. CLEAN WOOD WALLS.
21. FIX LEAKING SPRINKLER PIPE IN OFFICE AREA.
22. PAINT AROUND WOMENS RESTROOM & SOUTH DOOR OUT OF OFFICE AREA.
23. ADJUST WOMENS DOORS – RUBBING.
24. REPLACE DAMAGED BATHROOM PARTITIONS.
25. REMOVE TAPE ON THRESHOLD FROM OFFICE TO VESTIBULE.
26. FIX GASKETS AROUND OVERHEAD DOORS.
27. INSTALL LIGHTING WALL PACKS ON BUILDING EXTERIOR.
28. CHANGE OUT LOCKETS ON EXTERIOR WALK DOORS.

