



# Weber County

## REAL ESTATE PURCHASE CONTRACT

Project No: LG\_WC\_2550South\_WFRC-51 Parcel No.(s): 150:C  
Pin No: 880021 Job/Proj No: Project Location: WACOG\_2550 South\_2700 W to 4700 W  
County of Property: WEBER Tax ID(s) / Sidwell No: 15-091-0021  
Property Address: 3977 West 2550 South OGDEN UT, 84401  
Owner's Address: 3977 West 2550 South, OGDEN, UT, 84401  
Primary Phone: 801-430-0863 Owner's Home Phone: (801)430-0863 Owner's Work Phone:  
Owner / Grantor (s): Susan J. Wilkins as Trustee of the Susan Huckleberry Family Trust dated July 23, 1991

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Susan J. Wilkins as Trustee of the Susan Huckleberry Family Trust dated July 23, 1991 ("Owner") agrees to sell to Weber County ("The County") the Subject Property described below for Transportation Purposes,<sup>1</sup> and the County and Owner agree as follows:

**1. SUBJECT PROPERTY.** The Subject Property referred to in this Contract is identified as parcel numbers 150:C, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

**2. PURCHASE PRICE.** The County shall pay and Owner accepts \$13,900 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **4-rail vinyl fence, vinyl gates**

### **3. SETTLEMENT AND CLOSING.**

**3.1 Settlement.** "Settlement" shall mean that Owner and the County have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the County under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.


**3.2 Closing.** "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

**3.3 Possession.** Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the County, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

### **4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.**

**4.1 Prorations.** All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

  
Grantor's Initials



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#### 4.2 Fees/Costs.

(a) **Escrow Fees.** The County agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If the County elects to purchase title insurance, it will pay the cost thereof.

**5. TITLE TO PROPERTY.** Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the County harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

**6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS.** Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

**7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION.** Owner agrees to deliver the Subject Property to the County in substantially the same general condition as it was on the date that Owner signed this Contract.

**8. AUTHORITY OF SIGNER(S).** If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

**9. COMPLETE CONTRACT.** This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

**10. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

#### 11. CORRIDOR PRESERVATION TERMS

**11.1** This is a voluntary sale to the County. The County is not acquiring this property by condemnation or through the use of eminent domain powers.

**11.2** As this is a voluntary sale for corridor preservation purposes, Owner waives any right of first consideration regarding the sale by the County of any surplus property not used for the proposed highway or other transportation projects. All amounts paid under this Contract are, and shall be, a final settlement of all claims for compensation, including severance damages known and unknown. The provisions of this Section 11.2 shall survive Closing.

**11.3** By signing this Contract, Owner acknowledges it has received notice that because the Owner has agreed to sell

  
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the property to a governmental entity on a voluntary basis (1) if this is greenbelt property, County will pay and roll back taxes and (2) Owner is not eligible to receive relocation assistance under Utah Code, Title 57, Chapter 12, Utah Relocation Assistance Act. Owner further acknowledges that it has received notice that if Owner does not sell the property to a governmental entity on a voluntary basis and a governmental entity later acquires the property under eminent domain or under the threat or imminence of eminent domain proceedings: Owner may be eligible to receive relocation assistance under Utah Code, Title 57, Chapter 12, Utah Relocation Assistance Act.

### 12. ADDITIONAL TERMS (IF APPLICABLE):

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent / Brokerage, / Shannon Wixom/WLC Consulting, LLC, represents purchaser.

  
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### SIGNATURE PAGE TO WEBER COUNTY REAL ESTATE PURCHASE CONTRACT

Authorized Signature(s):

SUSAN J. WILKINS 12-08-2022  
Print Name: Date

Susan J. Wilkins, Trustee 12-08-2022  
Susan J. Wilkins, Trustee Date Date

### WEBER COUNTY

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County Representative Date  
Local Government Authority

SJW  
Grantor's Initials