

**REAL ESTATE PURCHASE AND SALE AGREEMENT
BY AND BETWEEN WEBER COUNTY AND OGDEN CITY**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into on the 29th day of September, 2020, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah (hereinafter "County") and Ogden City Corporation, a Utah Municipal Corporation, with its principal address located at 2549 Washington Blvd. #210 Ogden, UT 84401 (hereinafter "Buyer").

RECITALS

WHEREAS, according to the official records of the Recorder of Weber County, State of Utah, County owns certain real property more fully described in this Agreement; and

WHEREAS, County declared such property as surplus to its needs on September 15, 2020; and

WHEREAS, Buyer owns property adjacent to Parcel # 13-075-0012 and approached County about purchasing the property; and

WHEREAS, Buyer desires to purchase such property on the terms and conditions more particularly set forth herein;

NOW, THEREFORE, it is hereby acknowledged and agreed by and between the parties hereto as follows:

**SECTION ONE
DESCRIPTION OF PROPERTY**

The real property which is the subject of this agreement is described as follows:

Land Serial Number: 13-075-0012

PART OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE 66 FOOT WIDE UTAH STATE HIGHWAY U-39, SAID POINT BEING THE WESTERN MOST POINT OF THE COBBLES CONDOMINIUM LOCATED ON SAID HIGHWAY U-39, AND RUNNING THENCE NORTH 4D30' EAST 103.00 FEET, THENCE EASTERLY ALONG THE ARC OF A 95.01 FOOT RADIUS CURVE TO THE RIGHT 98.64 FEET, (L C BEARS NORTH 34D14'30" EAST 94.27 FEET), THENCE NORTH 287.87 FEET, THENCE SOUTH 89D47' WEST 350 FEET, THENCE SOUTH 680 FEET, MORE OR LESS, TO THE SOUTH BANK OF OGDEN RIVER, THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTH BANK OF OGDEN RIVER TO THE POINT OF BEGINNING.

**SECTION TWO
PURCHASE PRICE AND TERMS**

The purchase price for the above described property is five thousand dollars (\$5,000). The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.

**SECTION THREE
INDEMNIFICATION**

Buyer agrees to defend, indemnify and hold harmless County, its officers, agents and employees for and against any claims or suits that arise as a result of this purchase and sale transaction.

**SECTION FOUR
NO WARRANTIES**

The County does not warrant or guarantee that the property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the property.

**SECTION FIVE
GOVERNING LAW**

The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement.

**SECTION SIX
ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement by and between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this Agreement unless specifically incorporated herein by reference. This Agreement supersedes any and all other agreements, negotiations, or understandings between the parties.

IN WITNESS WHEREOF the undersigned have affixed their respective signatures hereto on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Date:

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

BUYER: Ogden City Corporation

By: Michael P. Caldwell, Mayor

ATTEST:

Ogden City Recorder

Approved as to Form:

Ogden City Attorney

Subscribed and sworn to before me, _____,
this ____ day of September, 2020.

Notary Public

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

Ogden City Recorder
2549 Washington Blvd. #210
Ogden, UT 84401

MAIL TAX NOTICE TO:

Ogden City Recorder
2549 Washington Blvd. #210
Ogden, UT 84401

QUIT CLAIM DEED

Weber County Corporation, Grantor, of 2380 Washington Blvd., Ogden, UT, 84401, hereby quit claims to Ogden City Corporation, a Utah Municipal Corporation, Grantee, at 2549 Washington Blvd. Ogden, UT 84401, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tract of land in Weber County, Utah, to wit:

The real property which is described as follows:

Land serial number: 13-075-0012

13-075-0012

PART OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE 66 FOOT WIDE UTAH STATE HIGHWAY U-39, SAID POINT BEING THE WESTERN MOST POINT OF THE COBBLES CONDOMINIUM LOCATED ON SAID HIGHWAY U-39, AND RUNNING THENCE NORTH 4D30' EAST 103.00 FEET, THENCE EASTERLY ALONG THE ARC OF A 95.01 FOOT RADIUS CURVE TO THE RIGHT 98.64 FEET, (L C BEARS NORTH 34D14'30" EAST 94.27 FEET), THENCE NORTH 287.87 FEET, THENCE SOUTH 89D47' WEST 350 FEET, THENCE SOUTH 680 FEET, MORE OR LESS, TO THE SOUTH BANK OF OGDEN RIVER, THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTH BANK OF OGDEN RIVER TO THE POINT OF BEGINNING.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

Gage Froerer, Chair

I hereby certify that the sale and transfer of the property described herein was duly approved at a regularly scheduled meeting of the Board of County Commissioners on the 29th day of September 2020.

Ricky D. Hatch, CPA
Weber County Clerk/Auditor