

FILE CONTENTS CHECK LIST
Stack Documents in Exact Order Listed Below

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 162:C

Pin No: 880021 Job/Proj No: Project Location: WACOG_2550 South_2700 W to 4700 W
 County of Property: WEBER Tax ID / Sidwell No: 15-747-0001
 Property Address: 3789 West 2550 South OGDEN UT, 84401
 Owner's Address: 3789 West 2550 South,OGDEN,UT,84401
 Owner's Home Phone: (435)229-6284 Owner's Work Phone:
 Owner / Grantor (s): Jeffrey Wayne & Cynthia Andelin Messerly, husband and wife as joint tenants
 Grantee: Weber County

SW October 11, 2022

Owner Phone (entered on ownership tab) Number: 435-229-6284

Initial ACQUISITION FILE CONTENTS

- SW Condemnation Request (IF THERE IS NO CONTRACT)*
- SW Right Of Way Contract - **Verified ePM status screen reflects conveyance documents used on this acquisition.**
- _____ Administrative Settlement Statement
- _____ Incentive Letter
- _____ ROO Action Plan for Settlement
- _____ Right of Occupancy Agreement (ROO) (If there is no contract agreement) OR (Copy of ROO if previously signed)
- SW Right of Way Settlement Invoice
- SW Agent's Log/ Record of Negotiations
- _____ Acquisition Presentation Checklist
- _____ 4 or/and 3 Options Letter
- SW Offer Letter, Owner Initial Contact Letter (& All email correspondence(s), and/or letters)
- _____ Copy of Trust - if "T", "ST", or "S" parcel
- SW Ownership Record
- SW Signed and Notarized Deeds /Affidavit if applicable - **Verified deed type on contract and deeds are the same.**
- _____ Deeds To be Signed At Closing - **Verified deed type on contract and deeds are the same.**
- _____ Waiver of Right of First Consideration - if "T" or "ST" parcel
- dn Contract Corridor Preservation Voluntary Relo Acq. Acknowledgement (Voluntary Sale)
- SW Acquisition Summary
- SW Offer to Purchase
- SW Statement of Just Compensation
- _____ Property Management Information Sheet - if "T" or "ST" parcel
- _____ Authority to release Mortgage/Mortgage Letter
- SW Maps
- SW Appraisal Waiver - if appraisal is over \$10,000 and under \$25,000
- SW Review Appraisal
- SW Appraisal (If there is a Compensation Estimate it will take the place of the appraisal and review)
- _____ Title Report
- _____ Inspection Report (Should be part of the appraisal report)
- _____ **Closing Documents: Upon closing, the following documents (if applicable) are added to the file:**
- _____ HUD - Closing Report, Settlement Statement / Distribution Invoice

Note: The Agents must **Initial All Items** that are included when the folder is submitted to the Agency. This will be verified by the Project Coordinator and or the staff Closing Agent.

Acq Agent: Shannon Wixom (Consultant/Realtor) 801-430- Appraiser:
 Relo Agent: Closer:
 Reviewer: Lead:



Weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 162:C
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Owner / Grantor (s): Jeffrey Wayne & Cynthia Andelin Messerly, husband and wife as joint tenants

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Jeffrey Wayne & Cynthia Andelin Messerly, husband and wife as joint tenants ("Owner") agrees to sell to Weber County ("The County") the Subject Property described below for Transportation Purposes,¹ and the County and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 162:C, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The County shall pay and Owner accepts \$52,700 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): **Temporary sprinkling system, reconfigure sprinkling system and valve box, replace fencing**

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


Grantor's Initials



WEBER COUNTY

Weber County

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the property to a governmental entity on a voluntary basis (1) if this is greenbelt property, the County will pay any rollback 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.


Grantor's Initials



Weber County REAL ESTATE PURCHASE CONTRACT

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SIGNATURE PAGE TO WEBER COUNTY REAL ESTATE PURCHASE CONTRACT

Authorized Signature(s): Cynthia A. Messerly

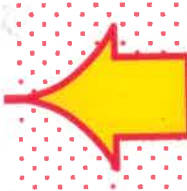
Jeffrey Wayne Messerly 10-11-22
Print Name: _____ Date

C Messerly 10-11-22
Print Name: _____ Date

Jeffrey Wayne Messerly 10-11-22
100% Jeffrey Wayne & Cynthia Andelin Messerly - _____ Date
OWNER(s) _____ Date

WEBER COUNTY

County Representative Date
Local Government Authority



JW/CA
Grantor's Initials



WEBER COUNTY

Weber County

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Exhibit A

(Attach conveyance documents)


Grantor's Initials

WHEN RECORDED, MAIL TO:
Weber County
2380 Washington Blvd. Suite 240
Ogden, Utah 84401

"Exhibit A"

Warranty Deed

Weber County

Tax ID. No. 15-747-0001

Pin No. 880021

Parcel No. WC_2550S:162:C

Project No. LG_WC_2550S

Jeffrey Wayne Messerly and Cynthia Andelin Messerly, husband and wife as joint tenants, Grantor, of Ogden, County of Weber, State of Utah, hereby CONVEYS AND WARRANTS to WEBER COUNTY, at 2380 Washington Blvd., Ogden, Utah 84401, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee, being part of Lot 1 Moon Owl Ranch Subdivision, situate in the NE1/4 of Section 33, Township 6 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of 2550 South Street, Weber County, State of Utah also known as Project No. LG_WC_2550S_WFRC-51. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of Lot 1 Moon Owl Ranch Subdivision, said point being 660.00 feet South 89°07'48" East along the North line of said Section 33, and 33.00 feet South 00°38'31" West from the North 1/4 Corner of said Section 33; and running thence South 89°07'48" East 147.50 feet to the East line of said Lot 1; thence South 00°52'12" West 7.00 feet along said East line; thence North 89°07'48" West 147.47 feet to the West line of said Lot 1; thence North 00°38'31" East 7.00 feet along said West line to the point of beginning.

Contains 1,032 square feet or 0.024 acres.

Rotate bearings clockwise by 00°00'06" to match project alignment.

Continued on Page 2
INDIVIDUAL RW-01 (11-01-03)

WITNESS, the hand of said Grantor, this ____ day of _____, A.D. 20 ____.

STATE OF

)

) ss.

COUNTY OF

)

Jeffrey Wayne Messerly

Cynthia Andelin Messerly

On the date first above written personally appeared before me, _____ and _____, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public



WEBER COUNTY

SETTLEMENT INVOICE

Fee Simple - Total Acquisition

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 Grantee: Weber County

Contact Address: 3789 West 2550 South OGDEN, UT 84401

		Total Acquisition Amount:	\$52,700.00
Participating Amount:	\$52,700.00	Less	
Non Participating Amount:	\$0.00	Net Amount to be released at Closing:	\$52,700.00

Special Conditions:

Closing to occur at Cottonwood Title in Layton.
Weber County to pay all closing costs.

FOR Weber County



 County Representative



 Date



Agent's Record of Negotiations

10/18/2022

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 Grantee: Weber County

Sender Shannon Wixom (Consultant/Realtor)

- | Date | Note |
|-------------|--|
| 08/23/2022 | Jeff Messerly 435-229-6284 |
| 09/01/2022 | Sent documents to John Lang for the appraisal. |
| 09/20/2022 | I received the appraisal and review back and sent them to Weber County for JC. |
| 09/22/2022 | I left Jeff Messerly a voice mail letting him know I have the appraisal back and approved by the county and would like to set up a meeting with he and Cynthia. |
| 09/22/2022 | I received the signed JC back from Weber County. |
| 10/10/2022 | I called Jeff and we agreed to meet tomorrow, October 11 at 5:30 p.m. |
| 10/11/2022 | I met with Jeff and Cynthia Messerly and presented the offer to them in the amount of \$52,700. We went over the map and walked the property to understand the impacts and the amount being purchased. I left them copies of the following documents.

Offer letter
Offer to Purchase
Statement of Just Compensation
Contract
Appraisal
Business Card
Maps
Ownership record
Deed |
| 10/11/2022 | They were in agreement with the compensation and are willing to sign.
Jeff and Cynthia signed the contract documents and I let them know that I would turn the file in to the County for processing and approval by the County Commission. It would then go to Cottonwood Title in Layton for processing. This would take approx. 45-60 days. |
| 10/18/2022 | I prepared the file and dropped it of to Ashley at Weber County for processing. |

Shannon Wixom

Signature



Weber County

October 11, 2022

Jeffrey Wayne & Cynthia Andelin Messerly
3789 West 2550 South
Ogden, UT 84401

Dear Jeffrey Wayne & Cynthia Andelin Messerly:

The Weber County has prepared an offer to purchase your property, which is located at 3789 West 2550 South, Ogden, UT 84401 and has assigned parcel number(s) 162:C to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, Weber County hereby makes an offer to purchase your property for \$52,700.00.

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, Weber County may use that power if it is not able to acquire the property by negotiation. Because of that potential, the person negotiating on behalf of Weber County is required to provide the following disclosures to you:

- * You are entitled to receive just compensation for your property.
- * You are entitled to an opportunity to negotiate with Weber County over the amount of just compensation before any legal action will be filed.
- * You are entitled to an explanation of how the compensation offered for your property was calculated.
- * If an appraiser is asked to value your property, you are entitled to accompany the appraiser during an inspection of the property.
- * You are entitled to discuss this case with the attorneys at the Office of the Property Rights Ombudsman. The office may be reached at 801-530-6391, or at Heber M. Wells Building, 160 East 300 South, Salt Lake City, UT, 84111.
 - * The Office of the Property Rights Ombudsman is a neutral state office staffed by attorneys experienced in eminent domain. Their purpose is to assist citizens in understanding and protecting their property rights. You are entitled to ask questions and request an explanation of your legal options.
- * If you have a dispute with Weber County over the amount of just compensation due to you, you are entitled to request free mediation or arbitration of the dispute from the Office of the Property Rights Ombudsman. As part of mediation or arbitration, you are entitled to request a free independent valuation of the property.
- * Oral representations or promises made during the negotiation process are not binding upon the entity seeking to acquire the property by eminent domain.



Weber County

I will be pleased to visit with you or your representative to discuss this offer and to answer any questions you might have about the acquisition process. Please review all the enclosed documents:

- * Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- * Offer to Purchase
- * Statement of Just Compensation
- * Right of Way Contract
- * Deed(s) and/or Easement(s)
- * Map and legal description

I will be calling you to discuss the enclosed documents and to answer any questions you may have regarding this Weber County Project. If you don't hear from me in the next couple of days it might mean that I have been unable to locate a good telephone number for you. As that may be the case, please give me a call and leave your contact phone number and best time for me to contact you. My contact information is on my business card and also printed below. For your records please make yourself a copy of the documents you are signing before sending them back.

If you are in agreement with our offer, please sign and initial the contract, offer to purchase, all deed(s) and/or easement(s). All deed(s) and/or easement(s) must be signed and notarized. Once all of the required documents have been signed and approved by Weber County, closing documents will be prepared. Please note the signed documents must be approved by the Weber County Representative before they will be a final enforceable contract. Upon receipt of the signed documents, a check will be issued payable to you after all applicable liens have been paid. This payment along with a copy of the fully executed contract will be returned to you in approximately six weeks. If you have any questions about the closing or acquisition process, please contact me at your earliest convenience.

On behalf of Weber County, I look forward to working with you.

Sincerely,

Shannon Wixom (Consultant/Realtor)
801-430-5713
Acquisition Agent /
Weber County

OWNERSHIP RECORD

Title by: Weber County Surveyor's Office

Date: 08/08/2022

County: Weber

Parcel No. LG_WC-2550 South_WFRC-51: 162_own

Type Ownership: Joint Tenants

Tax ID No. 15-747-0001

Project No. LG_WC-2550 South_WFRC-51

Recorded Owners: Jeffrey Wayne Messerly and Cynthia Andelin Messerly, husband and wife as joint tenants

Owners Address: 3789 West 2550 South, Ogden, Utah 84401

Property Address: 3789 West 2550 South, Ogden, Utah 84401

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
3221752		1	Warranty Deed	03/04/2022	03/04/2022

Description:

LOT 1, MOON OWL RANCH SUBDIVISION, WEST HAVEN CITY, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Calculated area contains approx. 21,264 square feet or 0.488 acres.

Grantor: Jeffrey Wayne Messerly

WHEN RECORDED MAIL TO:
JEFFREY WAYNE MESSERLY
3789 W. 2550 S.
OGDEN, UT 84401



E# 3221752 PG 1 OF 1
Leann H. Kilts, WEBER COUNTY RECORDER
04-Mar-22 02:41 PM FEE \$40.00 DEP SLV
REC FOR: INWEST TITLE WEST HAVEN
ELECTRONICALLY RECORDED

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY _____

RECORDED AT THE REQUEST OF INWEST TITLE SERVICES, INC. ORDER # 285688
MAIL TAX NOTICE TO: JEFFREY WAYNE MESSERLY
3789 W. 2550 S. OGDEN, UT 84401

WARRANTY DEED

JEFFREY WAYNE MESSERLY

GRANTOR(S)

OF OGDEN, COUNTY OF WEBER, STATE OF UTAH
HEREBY CONVEY AND WARRANT TO

**JEFFREY WAYNE MESSERLY AND CYNTHIA ANDELIN MESSERLY,
HUSBAND AND WIFE AS JOINT TENANTS**

GRANTEE(S)

OF OGDEN, COUNTY OF WEBER, STATE OF UTAH
FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,
THE FOLLOWING DESCRIBED TRACT OF LAND IN WEBER COUNTY, STATE OF UTAH:

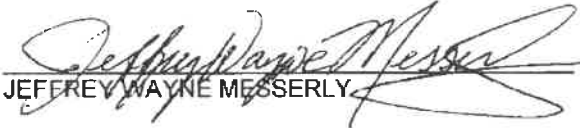
(15-747-0001)

**LOT 1, MOON OWL RANCH SUBDIVISION, WEST HAVEN CITY, WEBER COUNTY, UTAH, ACCORDING
TO THE OFFICIAL PLAT THEREOF.**

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS AND RIGHTS OF WAY OF RECORD, AND TAXES FOR
THE YEAR 2022 AND THEREAFTER.

WITNESS, THE HAND(S) OF SAID GRANTOR(S), THIS 4th DAY OF MARCH, 2022

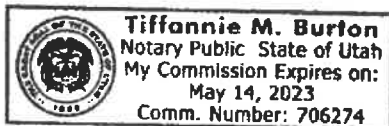
SIGNED IN THE PRESENCE OF

)
(
(JEFFREY WAYNE MESSERLY
)

STATE OF UTAH)
) :SS
COUNTY OF WEBER)

ON THE 4TH DAY OF MARCH, 2022, PERSONALLY APPEARED BEFORE ME, JEFFREY WAYNE MESSERLY THE
SIGNER(S) OF THE WITHIN INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE/THEY
EXECUTED THE SAME.


NOTARY PUBLIC



444 EAST TABERNACLE, #B202
ST. GEORGE, UT 84770

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. INWEST TITLE SERVICES, INC. hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

WHEN RECORDED, MAIL TO:
Weber County
2380 Washington Blvd. Suite 240
Ogden, Utah 84401

Warranty Deed

Weber County

Tax ID. No. 15-747-0001
Pin No. 880021
Parcel No. WC_2550S:162:C
Project No. LG_WC_2550S

Jeffrey Wayne Messerly and Cynthia Andelin Messerly, husband and wife as joint tenants, Grantor, of Ogden, County of Weber, State of Utah, hereby CONVEYS AND WARRANTS to WEBER COUNTY, at 2380 Washington Blvd., Ogden, Utah 84401, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee, being part of Lot 1 Moon Owl Ranch Subdivision, situate in the NE1/4 of Section 33, Township 6 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of 2550 South Street, Weber County, State of Utah also known as Project No. LG_WC_2550S_WFRC-51. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of Lot 1 Moon Owl Ranch Subdivision, said point being 660.00 feet South 89°07'48" East along the North line of said Section 33, and 33.00 feet South 00°38'31" West from the North 1/4 Corner of said Section 33; and running thence South 89°07'48" East 147.50 feet to the East line of said Lot 1; thence South 00°52'12" West 7.00 feet along said East line; thence North 89°07'48" West 147.47 feet to the West line of said Lot 1; thence North 00°38'31" East 7.00 feet along said West line to the point of beginning.

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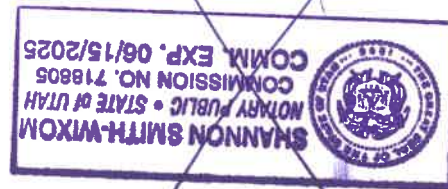
WITNESS, the hand of said Grantor, this 11th day of October, A.D. 20 22.

STATE OF Utah)
) ss.
COUNTY OF Weber)

Jeffrey Wayne Messerly
Jeffrey Wayne Messerly
Cynthia Andelin Messerly
Cynthia Andelin Messerly

On the date first above written personally appeared before me, Jeffrey Wayne Messerly and Cynthia Andelin Messerly the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

Shannon Smith-Wixom
Notary Public





Weber County Right of Way Acquisition Summary

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County of Property: WEBER Tax ID / Sidwell No: 15-747-0001
Property Address: 3789 West 2550 South OGDEN UT, 84401
Owner's Address: 3789 West 2550 South,OGDEN,UT,84401
Owner's Home Phone: (435)229-6284 Owner's Work Phone:
Owner / Grantor (s): Jeffrey Wayne & Cynthia Andelin Messerly, husband and wife as joint tenants
Grantee: Weber County

Appraised by:

Reviewed by:

Details of Final Settlement

VALUE OF THE TAKING		Size Units	Price per Unit	%	Factor	Value
162:C	Land	1032 SQFT	\$8.75	100 x	1 =	\$9,030.00
IMPROVEMENTS						
162:C	Rounding					\$40.00
162:C	Cost-to-Cure:Replacement					\$18,000.00
162:C	Improvements					\$7,191.00
162:C	Proximity Damages					\$18,439.00
NET AMOUNT:						\$52,700.00

I, Shannon Wixom (Consultant/Realtor), hereby certify that (1) the written agreement secured (Right of Way Contract) embodies all of the considerations agreed upon between the negotiator and the property owner; (2) the agreement was reached without coercion; (3) that the acquired property is to be secured for use in connection with a federal-aid or Weber County project; (4) I have no direct or indirect, present or contemplated future personal interest in the acquired property or in any affected remaining property held in the same ownership; and (5) I have no direct or indirect, present or contemplated future personal interest in any monetary benefits from the acquired property or from the affected remaining property held in the same ownership.

Shannon Wixom (Consultant/Realtor)

Date: 10/11/2022

OFFER TO PURCHASE RIGHT OF WAY

Pin: 880021 Project No: LG_WC_2550South_WFRC-51

Owner Name: Jeffrey Wayne & Cynthia Andelin Messerly, husband and wife as joint tenants

Property Address: 3789 West 2550 South, OGDEN, UT 84401

Parcel No: 162:C

Authority No: Tax Id: 15-747-0001

Project Location: LG_WC_2550 South_WFRC-51

The Weber County hereby makes you an offer of \$52,700.00 as Just Compensation for your property and/or easement(s) on your property.

This is the approved value for the parcel of land described in the Project shown above.

Weber County declares that this offer has been established by the County as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements and any fixtures considered to be real property.

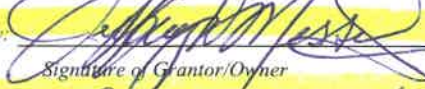
The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, 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, and other related transportation uses.

This letter is not a contract to purchase your property. It is merely an offer to purchase the property and/or purchase easement(s) on your property for \$52,700.00. Along with this Offer attached are the Statement of Just Compensation, Executive Summary of Property Owner's Rights, and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, Shannon Wixom (Consultant/Realtor). I can be reached at 801-430-5713.

Receipt: Please sign below to indicate you have received the following documents:

- Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- Offer to Purchase & Offer Letter
- Statement of Just Compensation
- Right of Way Contract
- Deed(s) and/or Easement(s)
- Map and legal description

Date: 10-11-22 By: 
Signature of Grantor/Owner

Date: 10-11-22 By: 
Signature of Grantor/Owner

Date: 10/11/22 By: 
Shannon Wixom (Consultant/Realtor) / Acquisition Agent



Weber County Right of Way Division Statement of Just Compensation

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 162:C

Pin No: 880021 Job/Proj No: Project Location: WACOG_2550 South_2700 W to 4700 W
 County of Property: WEBER Tax ID / Sidwell No: 15-088-0040
 Property Address: 3771 West 2550 South OGDEN UT, 84401
 Owner's Address: 3789 West 2550 South, OGDEN, UT, 84401
 Owner's Home Phone: (435)229-6284 Owner's Work Phone:
 Owner / Grantor (s): Jeffrey Wayne & Cynthia Andelin Messerly, husband and wife as joint tenants
 Grantee: Weber County

The following information is the basis for the amount estimated by Weber County to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	Property % Use	County
162:C	Land	1032	SQFT	\$8.75	100 Residential	WEBER

VALUE OF THE TAKING					Factor	Value
162:C	----->	1032	SQFT	\$8.75	100 x 1 =	\$9,030.00

IMPROVEMENTS

162:C	Cost-to-Cure:Replacement					\$18,000.00
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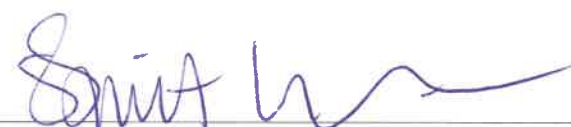
OTHER COSTS

162:C	Proximity Damages					\$18,439.00
162:C	Rounding					\$40.00
162:C	Improvements					\$7,191.00

NET AMOUNT: \$52,700.00

Weber County declares that this offer is the amount that has been established by Weber County as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: 9/22/22


Shannon Wixom (Consultant/Realtor) / Acquisition Agent


Weber County Representative

WLC CONSULTING

801-430-5713

Shannon Wixom/Real Estate Agent

AGENCY DISCLOSURE

Utah Real Estate Licensees are required by law to disclose which party they represent in this Real Estate Transaction. The purpose of this AGENCY DISCLOSURE FORM is to set forth the Agency relationships which exist relevant to the purchase, exchange, sale or lease of property located at 3729 W. 2550 S. Ogden, UT 84401

AGENCY RELATIONSHIP OF SELLER'S SALES EXECUTIVE

Licensees who are engaged by and act as the sales executive only of the Seller are known as a Seller's Sales Executive. A Seller's Sales Executive has the following duties and obligations:

The principal/branch broker and sales executive agree to act as sales executive for the Seller and will work diligently to locate a buyer for the property. As the Seller's Sales Executive they will act consistent with their fiduciary duties to the Seller of loyalty, full disclosure, confidentiality, and reasonable care. The Seller understands, however, that the principal/branch broker and sales executive may be acting as a limited sales executive representing both the Seller and the prospective Buyer at the same time. Limited agency is allowed under Utah law only with informed consent of the Seller and of the prospective Buyer.

As a limited sales executive, the principal/branch broker and sales executive have a duty of honesty and fair dealings to both Buyer and Seller.

AGENCY RELATIONSHIP OF BUYER'S SALES EXECUTIVE

Licensees who are engaged by their acts as the Sales Executive only of the Buyer are known as Buyer's sales executives. A Buyer's sales executive has the following duties and obligations:

The principal/branch broker and sales executive agree to act as sales executive for the Buyer and will work diligently to locate a property acceptable to the Buyer, and to assist the Buyer in negotiation the acquisition of a property. As the Buyer's sales executive, they will act consistent with their fiduciary duties to the buyer of loyalty, full disclosure, confidentiality, and reasonable care. The Buyer does, however, understand that the principal/branch broker and sales executive may now, or in the future, agree to act as sales executive for a Seller who may want to negotiate with the Buyer on the sale or lease of the Seller's property. Then the principal/branch broker and sales executive may be acting as a limited sales executive because they would be representing both the Buyer and the Seller at the same time. Limited agency is allowed under the Utah Law only with the informed consent of the Buyer and of the Seller. As a limited sales executive the principal/branch broker and sales executive have a duty of honesty and fair dealing to both Buyer and Seller.

DESIGNATED SALES EXECUTIVE

When WLC Consulting represents both Buyer and Seller, one or more licensees may be designated as either Buyer or Seller's sales executives. Designated sales executives are licensees affiliated with the same brokerage who, with the written consent of Seller and Buyer, represent the Seller or Buyer exclusively in the same real estate transaction. In every Designated-sales executive transaction within one office, the Principal Broker and Branch Broker are Limited Sales Executives but the Designated Sales Executive(s) are not limited sales executives and owe the same duties to their respective clients as do a Seller's sales executive or a Buyer's sales executive. If the transaction involves two different offices of WLC Consulting brokerage, the principal broker is a limited sales executive, and the branch brokers and individual sales executives are designated Seller's or Buyer's Sales Executives.

UNREPRESENTED PARTY

As set forth above, the Broker/Agent owe duties to the party they represent, which are not owed to an unrepresented party. You are entitled to secure your own representation, but you may also choose to be unrepresented in the real estate-transaction.

CONFIRMATION OF AGENCY IN THIS TRANSACTION

I/We understand the different types of agency and our rights in each, and choose the following agency relationships:

Seller/Lessor's Agent], Buyer/Lessee's Agent], Limited Agency for Both], Unrepresented Party [Initials].

I Shannon Wixom, hereby certify that I clearly explained the agency relationship(s) described above and / or provided the Agency Disclosure to the parties for review explaining that I Shannon Wixom (Real Estate Agent) represent the Buyers.

Smith 9/26/22

Signature of Sales Agent

Date

Signature of Sales Agent

AT THE TIME OF SIGNING OF THIS DISCLOSURE

Listing Sales Executive

Represents () Seller

() both Buyer and Seller as a limited agent

Listing Branch Broker

Represents () Seller

() both Buyer and Seller as a limited agent

Listing Principal Broker

Represents () Seller

() both Buyer and Seller as a limited agent

Selling Sales Executive

Shannon Wixom

Represents (X) Buyer

() both Buyer and Seller as a limited agent

Selling Branch Broker

Represents () Buyer

() both Buyer and Seller as a limited agent

Selling Principal Broker

Wendy Hansen

Represents (X) Buyer

() both Buyer and Seller as a limited agent

FAXED COPIES ARE TO BE CONSIDERED ORIGINALS

Buyer(s) Signature

Date

Buyer(s) Signature

Date

Buyer's Sales Agent Signature

Date

[Signature] 10-11-22
Seller(s) Signature Date

[Signature] 10-11-22
Seller(s) Signature Date

Seller's Sales Executive Signature

Date

