

Weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 148: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: 15-091-0006

Property Address: 3983 West 2550 South OGDEN UT, 84401

Owner's Address: 2433 S 3850 W, OGDEN, UT, 84401

Primary Phone: 801-941-0736

Owner's Home Phone: (801)941-0736

Owner's Work Phone:

Owner / Grantor (s): Allan T. Clark and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clark, Trustees

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Allan T. Clark and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clark, Trustees ("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 148:C, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The County shall pay and Owner accepts \$11,000 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): **The owner acknowledges receiving the following cost to cure payment: Temporary sprinklers and reconfigure sprinkling system in the amount of \$2,500.00, which is included in the Total Purchase Price.**

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.

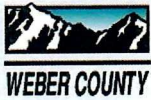
3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the County, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of 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



Weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 148: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: 15-091-0006
Property Address: 3983 West 2550 South OGDEN UT, 84401
Owner's Address: 2433 S 3850 W, OGDEN, UT, 84401
Primary Phone: 801-941-0736 Owner's Home Phone: (801)941-0736 Owner's Work Phone:
Owner / Grantor (s): Allan T. Clark and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clark, Trustees

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. ADDITIONAL TERMS (IF APPLICABLE):

Grantor acknowledges receiving payment for the following Improvements acquired: sod and sprinklers, concrete curbing, 4 rail vinyl fencing and 1 vinyl end fence post in the total amount of \$1,515.00 which is included in the Total Purchase Price.



Grantor's Initials



WEBER COUNTY

Weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 148: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: 15-091-0006

Property Address: 3983 West 2550 South OGDEN UT, 84401

Owner's Address: 2433 S 3850 W, OGDEN, UT, 84401

Primary Phone: 801-941-0736

Owner's Home Phone: (801)941-0736

Owner's Work Phone:

Owner / Grantor (s): Allan T. Clark and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clark, Trustees

SIGNATURE PAGE TO WEBER COUNTY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Shannon Wixom, through WLC Consulting, LLC, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

Allan T. Clarke, Trustee Trustee 3/6/24
Allan T. Clarke, Trustee Date

Neal T. Clark, Trustee Date

Shirley S. Clarke, Trustee 3/6/24
Shirley S. Clarke, Trustee Date

WEBER COUNTY

County Representative Date
Local Government Authority

ASC
Grantor's Initials



WEBER COUNTY

Weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 148: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: 15-091-0006

Property Address: 3983 West 2550 South OGDEN UT, 84401

Owner's Address: 2433 S 3850 W, OGDEN, UT, 84401

Primary Phone: 801-941-0736

Owner's Home Phone: (801)941-0736

Owner's Work Phone:

Owner / Grantor (s): Allan T. Clark and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clark, Trustees

Exhibit A

(Attach conveyance documents)


Grantor's Initials



weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 148: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: 15-091-0006
 Property Address: 3983 West 2550 South OGDEN UT, 84401
 Owner's Address: 2433 S 3850 W, OGDEN, UT, 84401
 Primary Phone: 801-941-0736 Owner's Home Phone: (801)941-0736 Owner's Work Phone:
 Owner / Grantor (s): Allan T. Clarke and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clark,
 Trustees

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Allan T. Clarke and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clark, Trustees ("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 148:C, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The County shall pay and Owner accepts \$11,000 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): **The owner acknowledges receiving the following cost to cure payment: Temporary sprinklers and reconfigure sprinkling system in the amount of \$2,500.00, which is included in the Total Purchase Price.**

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



WEBER COUNTY

weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 148: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: 15-091-0006
 Property Address: 3983 West 2550 South OGDEN UT, 84401
 Owner's Address: 2433 S 3850 W, OGDEN, UT, 84401
 Primary Phone: 801-941-0736 Owner's Home Phone: (801)941-0736 Owner's Work Phone:
 Owner / Grantor (s): Allan T. Clarke and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clark,
 Trustees

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. ADDITIONAL TERMS (IF APPLICABLE):

Grantor acknowledges receiving payment for the following Improvements acquired: sod and sprinklers, concrete curbing, 4 rail vinyl fencing and 1 vinyl end fence post in the total amount of \$1,515.00 which is included in the Total Purchase Price.

Grantor's Initials

weber County



WEBER COUNTY

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 148: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: 15-091-0006

Property Address: 3983 West 2550 South OGDEN UT, 84401

Owner's Address: 2433 S 3850 W, OGDEN, UT, 84401

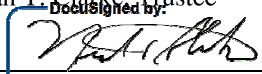
Primary Phone: 801-941-0736 Owner's Home Phone: (801)941-0736 Owner's Work Phone:

Owner / Grantor (s): Allan T. Clarke and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clark, Trustees

SIGNATURE PAGE TO WEBER COUNTY REAL ESTATE PURCHASE CONTRACT

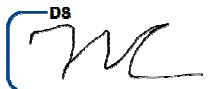
CONSULTANT DISCLOSURE. Owner acknowledges that Shannon Wixom, through WLC Consulting, LLC, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

_____ Allan T. Clarke, Trustee	_____ Date
	3/11/2024
_____ Neal T. Clark, Trustee	_____ Date
_____ Shirley S. Clarke, Trustee	_____ Date

WEBER COUNTY

_____ County Representative	_____ Date Local
_____ Government Authority	



Grantor's Initials



WEBER COUNTY

weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 148: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: 15-091-0006

Property Address: 3983 West 2550 South OGDEN UT, 84401

Owner's Address: 2433 S 3850 W, OGDEN, UT, 84401

Primary Phone: 801-941-0736

Owner's Home Phone: (801)941-0736

Owner's Work Phone:

Owner / Grantor (s): Allan T. Clarke and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clark, Trustees

Exhibit A

(Attach conveyance documents)

Grantor's Initials

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

Warranty Deed
(TRUSTEE)
Weber

Tax ID. No. 15-091-0006
Pin No. 880021
Parcel No. WC_2550S:148:C
Project No. LG_WC_2550S

Allan T. Clarke and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clark, Trustees, 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 an entire tract of land, situate in the NE1/4 of NW1/4 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 a point on grantors East property line located 537.50 feet N.89°10'04"W. along the section line from the Northeast Corner of the NW1/4 of said Section 33 and running thence S.01°07'02"W. 40.00 feet along grantors East property line; thence N.89°10'04"W. 116.00 feet to grantors West property line; thence N.01°07'02"E. 40.00 feet along said West property line to grantors North property line; thence S.89°10'04"E. 116.00 feet along said North property line to the point of beginning.

The above described parcel of land contains 4,640 square feet or 0.107 acre, of which 3828 square feet or 0.088 acre are now occupied by the existing highway. Balance 812 square feet or 0.019 acre.

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

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

STATE OF

)
) ss.

Allan T. Clarke, Trustee

COUNTY OF

)

Shirley S. Clarke, Trustee

Neal T. Clark, Trustee

On the date first above written personally appeared before me, Allan T. Clarke, Shirley S. Clarke and Neal T. Clark, who, being by me duly sworn, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust, and that as Trustees of the Allan T. Clarke and Shirley S. Clarke Family Trust they executed the same.

Notary Public