



# Weber County

## REAL ESTATE PURCHASE CONTRACT

Project Name: Causey Road Project  
Tax ID: 23-013-0041  
Parcel No. 1  
County of Property: Weber  
Property Address: 13554 E. HWY 39 Huntsville, UT 84317  
Owner's Address: 3081 Taylors Ave. Ogden, UT 84403  
Owner / Grantor (s): Feeny Family L.C.  
Grantee: Weber County

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Feeny Family L.C. ("Owner") agrees to provide a perpetual easement 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 1, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

**2. PURCHASE PRICE.** The County shall pay and Owner accepts \$4,300.00 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. Owner acknowledges they will receive compensation for the following cost to cure items: miscellaneous landscape in the amount of \$375.00, 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 city 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.

*CFL*

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. ADDITIONAL TERMS (IF APPLICABLE):** Weber County will begin this project approximately November 15, 2026. Weber County will replace the existing fence within 30 days of completion of the project, weather permitting. If winter weather prevents the ability to replace it by that time, it will be completed as soon as possible, but no later than the following April 1. It will be a 4 string barbed wire fence, comprised of new, similar materials. The new sections will be attached to the remaining existing fence.

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Grantor's Initials



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

Authorized Signature(s):

100% (Feeny Family L.C.)

Catherine Labette  
Catherine Labette

07-25-25  
Date

Manager Feeny Family L.C.

### WEBER COUNTY

Local Government Authority

Date

CFY  
Grantor's Initials