



# Weber County

## REAL ESTATE PURCHASE CONTRACT

Project No: LG\_WC\_2550South\_WFRC-51 Parcel No.(s): 143:C, 145: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: 15-091-0004, 15-091-0009  
Property Address: 4047 West 2550 South OGDEN UT, 84401  
Owner's Address: 4047 West 2550 South, OGDEN, UT, 84401  
Primary Phone: 801-690-5071 Owner's Home Phone: (801)690-5071 Owner's Work Phone:  
Owner / Grantor (s): William D. Anderson

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, William D. Anderson ("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 143:C, 145:C, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

**2. PURCHASE PRICE.** The County shall pay and Owner accepts \$55,000 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): **Temporary sprinkling system, reconfigure sprinkling system**

**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.

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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.

*WDA*  
Grantor's Initials



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Owner / Grantor (s): William D. Anderson

### 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, in accordance with Utah Code §§ 72-5-111(2) and 72-5-404, 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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Owner / Grantor (s): William D. Anderson

the property to a governmental entity on a voluntary basis (1) if this is greenbelt property, the County is required to 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.

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**WEBER COUNTY**

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 Owner / Grantor (s): William D. Anderson

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

Authorized Signature(s):

William D Anderson 3-10-2023  
 Print Name: Date

William D Anderson 3-10-2023  
 100% William D. Anderson - OWNER(s) Date Date

**WEBER COUNTY**

\_\_\_\_\_  
 County Representative Date  
 Local Government Authority

WDA  
 Grantor's Initials



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Owner / Grantor (s): William D. Anderson

## Exhibit A

(Attach conveyance documents)

*WDA*  
Grantor's Initials

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

"Exhibit A"

## Warranty Deed

Weber County

Tax ID. No. 15-091-0023

Pin No. 880021

Parcel No. WC\_2550S:143:C

Project No. LG\_WC\_2550S

William D. Anderson, Grantors, of Ogden, County of Weber, State of Utah, hereby CONVEYS AND WARRANTS to WEBER COUNTY, at 2380 Washington Blvd. Ogden, UT 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 the Northeast Corner of the grantor's property, said point lies 725.00 feet S 89°10'06" E from the NW Corner of the NE1/4 the NW1/4 of said Section 33, said point also lies 868.56 feet N 89°10'06" W from the N1/4 Corner of said Section; and running thence S 27°13'10" W 36.84 feet along the westerly line of the grantor's property to a point 33 feet perpendicularly distant southerly from the North line of said Section; thence S 89°10'06" E 7.89 feet parallel to said North line to the easterly line of the grantor's property per survey file number 3399; thence S 27°13'10" W 7.81 feet along said easterly line to a point 40 feet perpendicularly southerly from the North line of said Section; thence N 89°10'06" W 209.46 feet parallel to said North line to the westerly line of the grantor's property as conveyed by Special Warranty Deed recorded as entry number 3250729; thence continuing along said westerly line the following three (3) courses: 1) N 00°26'28" E 6.88 feet, 2) N 89°09'26" W 53.68 feet, and 3) N 01°04'10" E 33.11 feet to a point on the

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North line of said Section; thence South 89°10'06" East 275.00 feet along said North line to the point of beginning.

The above described parcel of land contains 10,292 square feet, of which 8,805 square feet are now occupied by the existing highway. Balance 1,487 square feet, or 0.034 acres.

**WITNESS**, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

STATE OF	)	_____
	) ss.	William D. Anderson
COUNTY OF	)	

On the date first above written personally appeared before me, \_\_\_\_\_, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

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

## Warranty Deed

Weber County

Tax ID. No. 15-091-0020  
Pin No. 880021  
Parcel No. WC\_2550S:145:C  
Project No. LG\_WC\_2550S

William D. Anderson, Grantor, of Ogden, County of Weber, State of Utah, hereby CONVEYS AND WARRANTS to WEBER COUNTY, at 2380 Washington Blvd. Ogden, UT 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:

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Beginning at a point on grantors East property line located 653.50 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. 33.00 feet along grantors East property line to the northeast corner of the road dedication by Huckleberry Subdivision; thence N.89°10'04"W. 101.60 feet more or less (102.81 feet by said subdivision plat) along the northerly line of said road dedication to the easterly right of way line of 4050 West Street as dedicated by Valley Green Estates No. 2 Subdivision; thence N.89°10'04"W. 68.63 feet to the westerly right of way line of said 4050 West Street; thence S.29°52'41"W. 15.78 feet along said westerly right of way line; thence N.44°10'04"W. 9.61 feet; thence N.89°10'04"W. 49.63 feet to grantors westerly property line; thence N.27°13'12"E. 44.65 feet along said westerly property line to the North line of the said northwest quarter; thence S.89°10'04"E. 214.63 feet along said North line to the point of beginning.

The above described parcel of land contains 7,809 square feet or 0.179 acres, of which 7,350 square feet or 0.169 acres are now occupied by the existing highway. Balance 459 square feet or 0.010 acres.



**WITNESS**, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

STATE OF )  
 ) ss.  
COUNTY OF )

\_\_\_\_\_  
William D. Anderson

On the date first above written personally appeared before me,  
\_\_\_\_\_, the signer of the within and foregoing instrument, who  
duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

Ownership and Description updated 07/06/2022 by the Weber County Surveyor's Office.