



# Weber County

## REAL ESTATE PURCHASE CONTRACT

Project No: LG\_WC\_2550South\_WFRC-51 Parcel No.(s): 139: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: 15-090-0006

Property Address: 4115 West 2550 South OGDEN UT, 84401

Owner's Address: 4115 West 2550 South, OGDEN, UT, 84401

Primary Phone: 801-540-7235

Owner's Home Phone: (801)540-7235

Owner's Work Phone:

Owner / Grantor (s): Kathleen V. Buck and Romney H. Buck, Trustees of the Kathleen V. Buck Family Protection Trust, dated the 27th day of February, 2004

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Kathleen V. Buck and Romney H. Buck, Trustees of the Kathleen V. Buck Family Protection Trust, dated the 27th day of February, 2004 ("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 139:C, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

**2. PURCHASE PRICE.** The County shall pay and Owner accepts \$73,900 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): **Grantor acknowledges receiving payment for the following Cost to Cure items: Temporary sprinklers, reconfigure sprinkling system (including valve box), relocate light pole, relocate landscape rocks, replace 17 two-rail vinyl fencing (8' panels), installation of fencing, replace concrete landscape curbing. in the total amount of \$13,500.00 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.


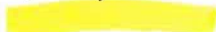
**3.2 Closing.** "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing 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 Initial



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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):

Grantor acknowledges receiving payment for the following Improvements acquired: Sod and sprinklers, 3 small/medium trees, Shrubs, flowers, rock, decorative landscape in the total amount of \$18,556.00 which is included in the Total Purchase Price.

  
  
Grantor's Initials



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

**CONSULTANT DISCLOSURE.** Owner acknowledges that , through Shannon Wixom/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):

*Romney Buck, Trustee* *2-5-2024* *Kathleen V. Buck, Trustee*

100% Kathleen V. and Romney H. Buck, Trustees -  
OWNER(s)

Date

Date *2-5-2024*

### WEBER COUNTY

County Representative

Date

Local Government Authority

*H. Buck*  
*Buck*  
Contractor Initial



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## Exhibit A (Attach conveyance documents)

*Kathleen V. Buck*

Contractor Initials

WHEN RECORDED, MAIL TO:

Weber County  
2380 Washington Blvd. Suite 240  
Ogden, Utah 84401

**Warranty Deed**  
(TRUSTEE)  
Weber

Tax ID. No. 15-090-0006

Pin No. 880021

Parcel No. WC\_2550S:139:C

Project No. LG\_WC\_2550S

Kathleen V. Buck and Romney H. Buck, Trustees of the Kathleen V. Buck Family Protection Trust, dated the 27<sup>th</sup> day of February, 2004, 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 NW1/4 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 1,318.70 feet S.89°10'04"E. along the section line from the Northwest Corner of the NW1/4 of said Section 33 and running thence S.01°06'24"W. 40.00 feet along said East property line; thence N.89°10'04"W. 150.00 feet to grantors West property line; thence N.01°06'24"E. 40.00 feet along said West property line to the North line of the said NW1/4; thence S.89°10'04"E. 150.00 feet along said North line to the point of beginning.

The above described parcel of land contains 6,000 square feet or 0.138 acre, of which 4,950 square feet or 0.114 acre are now occupied by the existing highway. Balance 1,050 square feet or 0.024 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. \_\_\_\_\_  
Kathleen V. Buck, Trustee

COUNTY OF )  
\_\_\_\_\_   
Romney H. Buck, Trustee

On the date first above written personally appeared before me, Kathleen V. Buck and Romney H. Buck, 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 Kathleen V. Buck Family Protection Trust, dated the 27<sup>th</sup> day of February, 2004 they executed the same.

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