



Weber County

REAL ESTATE PURCHASE CONTRACT

Project Name: 2200 North Street
Tax ID: 19-038-0061 & 0062
Parcel No. 7S & 8S
County of Property: Weber
Property Address: 3153 & 3185 W. 2200 N. Plain City, UT 84404
Owner's Address: 825 NE Multnomah St. Ste 1900, Portland, OR 97232
Owner / Grantor (s): ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp, successor in interest to Utah Power & Light Company
Grantee: Weber County

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp, successor in interest to Utah Power & Light Company ("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 7S & 8S, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The County shall pay and Owner accepts \$7,207.00 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 items, which are the responsibility of Owner to cure (if applicable): **N/A**

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. 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.

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.

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Grantor's Initials



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5. 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.

6. 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.

7. 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.

8. 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.

9. ADDITIONAL TERMS (IF APPLICABLE):

a. Owner acknowledges receiving an Administrative Settlement in the amount of \$4,204.00 which represents a final global settlement of all outstanding compensation issues related to this transaction. The Administrative Settlement is included in the total Purchase Price.

b. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

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SIGNATURE PAGE TO WEBER COUNTY REAL ESTATE PURCHASE CONTRACT

Authorized Signature(s):

ROCKY MOUNTAIN POWER, an unincorporated division of
PacifiCorp, successor in interest to Utah Power & Light Company

Date

Deanna Adams Digitally signed by Deanna Adams
Date: 2023.10.02 09:57:33 -07'00'

10/2/2023

Title Director, Real Estate Transactions

WEBER COUNTY

Local Government Authority
Date

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Grantor's Initials