



WEBER COUNTY

Weber County

REAL ESTATE PURCHASE CONTRACT

Project Name: 4000 North Box Culvert
 Tax ID: 19-004-0001
 Parcel No. NA
 County of Property: Weber
 Property Address: 3800 W. 4000 N., Ogden, UT 84404
 Owner's Address: 3766 W. 4000 N., Ogden, UT 84404
 Owner/Grantor(s): The Robert S. & Mary K. Graves Revocable Living
 Trust Grantee: Weber County

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, The Robert S. & Mary K. Graves Revocable Living Trust ("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 NA, more particularly described in Exhibit A, which is attached hereto and incorporated herein.
2. **PURCHASE PRICE.** The County shall pay and Owner accepts \$1,880.00 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. **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

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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, and/or its contractor, agree to do the following as part of the project:

- a. Expand the existing access by 20' to the west, with approximately an 8-inch roadbase. Any agricultural fencing that is disturbed, the project will replace it in kind.
- b. Install a 15-inch reinforced concrete pipe through the width of the access to allow for a 3-inch and a 1 & 1/2-inch pipe to pass through. Owner is responsible for providing and installing through the 15-inch pipe.
- c. Construct a roadbase berm along the eastern side of the current access, and then connect this berm to the northern section.

Grantor's Initials



WEBER COUNTY

weber County

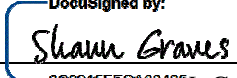
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SIGNATURE PAGE TO WEBER COUNTY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Nadia Bakr, through Tanner Ridge Real Estate, 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):

DocuSigned by:
 Trustee

9/21/2023

100% The Robert S. & Mary K. Graves Revocable Living Trust -Shaun Graves, Trustee

Date

WEBER COUNTY

County Representative

Date

DS


Grantor's Initials



WEBER COUNTY

weber County

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Exhibit A
(Attach conveyance documents)

^{DS}
SG

Grantor's Initials

When Recorded Mail to:
Weber County Engineer's Office
2380 Washington Blvd.
Ogden, Utah, 84401

PERPETUAL EASEMENT

Tax ID No(s). 19-004-0001
Project Name. 4000 NORTH STREET BOX CULVERT

THE ROBERT S. GRAVES and MARY K. GRAVES REVOCABLE LIVING TRUST, Dated the 4th Day of November 2005, GRANTOR(S), of Weber County, State of Utah, hereby Grant(s) and Convey(s) to **WEBER COUNTY**, a body corporate and politic of the State of Utah, GRANTEE, for good and valuable consideration, the receipt of which is hereby acknowledged, a perpetual easement under, over and across the following described property for purposes of construction, access, operation, maintenance, inspection, cleaning, repair and alteration of drainage facilities and flood control structures and appurtenances thereof, for a Weber County Engineering project to wit:

see *EXHIBIT A*

Witness the hand of said Grantor(s) this _____ day of _____, 20 _____

(THE ROBERT S GRAVES and MARY K GRAVES REVOCABLE LIVING TRUST, dated November 4th, 2005), Grantor

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this _____ day of _____, in the year 20 _____, before me, _____ a notary public, personally appeared _____, as trustee(s) of THE ROBERT S. GRAVES and MARY K. GRAVES REVOCABLE LIVING TRUST, Dated the 4th Day of November 2005, _____, signer(s) of the foregoing

instrument, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, did say that (he/she/they) (is/are) the trustee(s) of said trust and that this instrument was signed by (him/her/them) in behalf of said trust and by its authority, and duly acknowledged to me that said trust executed the same.

Witness my hand and official seal.

Notary Public
My Commission Expires:

SEAL

Acceptance by Board of County
Commissioners of Weber County
Chair, Weber County Commission

Attest:
Ricky Hatch
Weber County Clerk Auditor

EXHIBIT A

A PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 89°52'21" EAST A DISTANCE OF 2615.01 FEET, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, FROM THE AS MONUMENTED SOUTH QUARTER CORNER TO THE AS MONUMENTED SOUTHEAST CORNER OF SAID SECTION 16. SAID CORNERS EACH BEING MONUMENTED WITH A 2020 WEBER COUNTY BRASS CAP:

BEGINNING AT A POINT SOUTH 89°52'21" WEST A DISTANCE OF 829.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 16, SAID POINT ALSO BEING ON THE NORTHERLY SIDE OF 4000 NORTH STREET, SAID POINT ALSO BEING ON THE GRANTOR'S SOUTHERLY PROPERTY LINE; RUNNING THENCE NORTH 00°59'52" EAST A DISTANCE OF 10.10 FEET; THENCE NORTH 89°02'36" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 00°59'52" EAST A DISTANCE OF 9.54 FEET; THENCE NORTH 89°00'08" WEST A DISTANCE OF 58.41 FEET; THENCE SOUTH 49°22'03" WEST A DISTANCE OF 32.89 FEET, MORE OR LESS, TO THE GRANTOR'S SOUTHERLY PROPERTY LINE; THENCE NORTH 89°52'21" EAST A DISTANCE OF 113.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PERPETUAL EASEMENT CONTAINS 1789.02 SQUARE FEET OR 0.041 ACRE, MORE OR LESS.