

FILE CONTENTS CHECK LIST

Stack Documents in Exact Order Listed Below

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 159:C

Pin No: 880021 Job/Proj No: Project Location: WACOG_2550 South_2700 W to 4700 W
 County of Property: WEBER Tax ID / Sidwell No: 15-088-0041
 Property Address: 3843 West 2550 South OGDEN UT, 84401
 Owner's Address: 3843 West 2550 South, OGDEN, UT, 84401
 Owner's Home Phone: (801)589-4949 Owner's Work Phone:
 Owner / Grantor (s): Brian J. Painter and Toni L. Painter, Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, 2020
 Grantee: Weber County

October 6, 2022

SW **Owner Phone (entered on ownership tab) Number: 801-589-4949**

Initial ACQUISITION FILE CONTENTS

- SW Condemnation Request (IF THERE IS NO CONTRACT)*
- SW Right Of Way Contract - **Verified ePM status screen reflects conveyance documents used on this acquisition.**
- _____ Administrative Settlement Statement
- _____ Incentive Letter
- _____ ROO Action Plan for Settlement
- _____ Right of Occupancy Agreement (ROO) (If there is no contract agreement) OR (Copy of ROO if previously signed)
- SW Right of Way Settlement Invoice
- SW Agent's Log/ Record of Negotiations
- _____ Acquisition Presentation Checklist
- _____ 4 or/and 3 Options Letter
- SW Offer Letter, Owner Initial Contact Letter (& All email correspondence(s), and/or letters)
- _____ Copy of Trust - if "T", "ST", or "S" parcel
- SW Ownership Record
- _____ Signed and Notarized Deeds /Affidavit if applicable - **Verified deed type on contract and deeds are the same.**
- SW Deeds To be Signed At Closing - **Verified deed type on contract and deeds are the same.**
- _____ Waiver of Right of First Consideration - if "T" or "ST" parcel
- _____ Corridor Preservation Voluntary Relo Acq. Acknowledgement (Voluntary Sale)
- SW Acquisition Summary
- SW Offer to Purchase
- SW Statement of Just Compensation
- _____ Property Management Information Sheet - if "T" or "ST" parcel
- _____ Authority to release Mortgage/Mortgage Letter
- SW Maps
- _____ Appraisal Waiver - if appraisal is over \$10,000 and under \$25,000
- SW Review Appraisal
- SW Appraisal (If there is a Compensation Estimate it will take the place of the appraisal and review)
- _____ Title Report
- _____ Inspection Report (Should be part of the appraisal report)
- _____ **Closing Documents: Upon closing, the following documents (if applicable) are added to the file:**
- _____ HUD - Closing Report, Settlement Statement / Distribution Invoice

Note: The Agents must **Initial All Items** that are included when the folder is submitted to the Agency. This will be verified by the Project Coordinator and or the staff Closing Agent.

Acq Agent: Shannon Wixom (Consultant/Realtor) 801-430- Appraiser:
 Relo Agent: Closer:
 Reviewer: Lead:



Weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 159:C
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Property Address: 3843 West 2550 South OGDEN UT, 84401
Owner's Address: 4905 S 5500 W, HOOPER, UT, 84315
Primary Phone: 801-589-4949 Owner's Home Phone: (801)589-4949 Owner's Work Phone:
Owner / Grantor (s): Brian J. Painter and Toni L. Painter, Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, 2020

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Brian J. Painter and Toni L. Painter, Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, 2020 ("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 159:C, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The County shall pay and Owner accepts \$58,300 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.

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

REAL ESTATE PURCHASE CONTRACT

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Primary Phone: 801-589-4949

Owner's Home Phone: (801)589-4949

Owner's Work Phone:

Owner / Grantor (s): Brian J. Painter and Toni L. Painter, Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, 2020

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, 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


Grantor's Initials



Weber County

REAL ESTATE PURCHASE CONTRACT

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Owner / Grantor (s): Brian J. Painter and Toni L. Painter, Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, 2020

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


Grantor's Initials



Weber County

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SIGNATURE PAGE TO WEBER COUNTY REAL ESTATE PURCHASE CONTRACT

Authorized Signature(s):

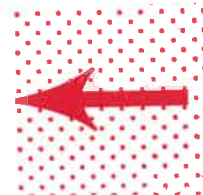
Toni Painter Brian Painter 10-17-22
Print Name: Date

Toni Painter 10/17/22 Brian Painter 10-17-22
100% Brian and Toni Painter - OWNER(s) Date Date

WEBER COUNTY

County Representative
Local Government Authority

Date



TP JP
Grantor's Initials



WEBER COUNTY

Weber County

REAL ESTATE PURCHASE CONTRACT

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Exhibit A (Attach conveyance documents)


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. 15-088-0041
Pin No. 880021
Parcel No. WC_2550S:159:C
Project No. LG_WC_2550S

Brian J. Painter and Toni L. Painter Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, Grantors, of Hooper, 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 NW1/4 of NE1/4 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 West property line located 325.73 feet S.89°07'41"E. along the section line from the Northwest Corner of the NE1/4 of said Section 33 and running thence S.89°07'41"E. distance of 150.00 feet along said North line to grantors East property line; thence S.00°38'14"W. 40.00 feet along said East property line; thence N.89°07'41"W. 150.00 feet to grantors West property line; thence N.00°38'14"E. 40.00 feet along said West property 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.

WITNESS, the hand of said Grantors, this ____ day of _____, A.D. 20 ____.

STATE OF)	_____
) ss.	Brian J. Painter, Trustee
COUNTY OF)	_____
		Toni L. Painter, Trustee

Trustees of The Brian and Toni Painter Trust, dated the 25th day of February.

On the date first above written personally appeared before me, _____ and _____, 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 they executed the same.

Notary Public



WEBER COUNTY

SETTLEMENT INVOICE

Fee Simple - Total Acquisition

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 159:C

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 Owner's Home Phone: (801)589-4949 Owner's Work Phone:
 Owner / Grantor (s): Brian J. Painter and Toni L. Painter, Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, 2020
 Grantee: Weber County

Contact Address: 3843 West 2550 South OGDEN, UT 84401

		Total Acquisition Amount:	\$58,300.00
Participating Amount:	\$58,300.00	Less	
Non Participating Amount:	\$0.00	Net Amount to be released at Closing:	\$58,300.00

Special Conditions:

Closing to occur at Cottonwood Title in Layton.
Weber County to pay all closing costs.

FOR Weber County

Cocoy M...

County Representative / Representative

10/19/22

Date



10/18/2022

Agent's Record of Negotiations

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Grantee: Weber County

Sender Shannon Wixom (Consultant/Realtor)

- | Date | Note |
|------------|---|
| 07/05/2022 | I ordered the appraisal from John Lang |
| 09/01/2022 | Received the appraisal review from Ken Mitchell and sent the Statement of JC to Weber County for approval. |
| 09/02/2022 | Received the approved JC back signed from Weber County. |
| 09/07/2022 | I met with Brian Painter and presented the offer in the amount of \$58,300. This is a voluntary sale. I left him copies of the following documents.

Offer letter
Offer to Purchase
Statement of Just Compensation
Contracts
Appraisal
Business Card
Maps
Ownership record
Deed

He said he is fine with the offer amount, but will have to wait to sign until next week when his wife Toni can also be present.

We arranged to meeting on Monday, September 12th at 6:30 p.m. |
| 09/12/2022 | I met with Brian and Toni and they signed the contract documents. |
| 09/14/2022 | I prepared the file and dropped it off at Weber County for processing and Weber County Commission approval. |
| 09/19/2022 | Received title commitment from Cottonwood Title. |
| 10/05/2022 | Ashley from Weber County emailed me and let me know that the County attorney wants the name changed on all of the documents to match the updated trust name. |
| 10/17/2022 | I received new documents from Ashley reflecting the updated trust name. I went back and met with Brian and Toni Painter and they re-signed the contract documents. The deed will be re-signed with the title company at closing as there was still an error in the signature block. |
| 10/18/2022 | I prepared the file and dropped it off at Weber County for processing and County Commission approval. |



WEBER COUNTY

Agent's Record of Negotiations

10/18/2022

Shannon Wifom

Signature

Page 2
1:40 PM



Weber County

September 1, 2022

Brian and Toni Painter
4905 S 5500 W
Hooper, UT 84315

Dear Brian and Toni Painter:

The Weber County has prepared an offer to purchase your property, which is located at 3843 West 2550 South, Ogden, UT 84401 and has assigned parcel number(s) 159:C to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, Weber County hereby makes an offer to purchase your property for \$58,300.00.

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, Weber County may use that power if it is not able to acquire the property by negotiation. Because of that potential, the person negotiating on behalf of Weber County is required to provide the following disclosures to you:

- * You are entitled to receive just compensation for your property.
- * You are entitled to an opportunity to negotiate with Weber County over the amount of just compensation before any legal action will be filed.
- * You are entitled to an explanation of how the compensation offered for your property was calculated.
- * If an appraiser is asked to value your property, you are entitled to accompany the appraiser during an inspection of the property.
- * You are entitled to discuss this case with the attorneys at the Office of the Property Rights Ombudsman. The office may be reached at 801-530-6391, or at Heber M. Wells Building, 160 East 300 South, Salt Lake City, UT, 84111.
 - * The Office of the Property Rights Ombudsman is a neutral state office staffed by attorneys experienced in eminent domain. Their purpose is to assist citizens in understanding and protecting their property rights. You are entitled to ask questions and request an explanation of your legal options.
- * If you have a dispute with Weber County over the amount of just compensation due to you, you are entitled to request free mediation or arbitration of the dispute from the Office of the Property Rights Ombudsman. As part of mediation or arbitration, you are entitled to request a free independent valuation of the property.
- * Oral representations or promises made during the negotiation process are not binding upon the entity seeking to acquire the property by eminent domain.



Weber County

I will be pleased to visit with you or your representative to discuss this offer and to answer any questions you might have about the acquisition process. Please review all the enclosed documents:

- * Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- * Offer to Purchase
- * Statement of Just Compensation
- * Right of Way Contract
- * Deed(s) and/or Easement(s)
- * Map and legal description

I will be calling you to discuss the enclosed documents and to answer any questions you may have regarding this Weber County Project. If you don't hear from me in the next couple of days it might mean that I have been unable to locate a good telephone number for you. As that may be the case, please give me a call and leave your contact phone number and best time for me to contact you. My contact information is on my business card and also printed below. For your records please make yourself a copy of the documents you are signing before sending them back.

If you are in agreement with our offer, please sign and initial the contract, offer to purchase, all deed(s) and/or easement(s). All deed(s) and/or easement(s) must be signed and notarized. Once all of the required documents have been signed and approved by Weber County, closing documents will be prepared. Please note the signed documents must be approved by the Weber County Representative before they will be a final enforceable contract. Upon receipt of the signed documents, a check will be issued payable to you after all applicable liens have been paid. This payment along with a copy of the fully executed contract will be returned to you in approximately six weeks. If you have any questions about the closing or acquisition process, please contact me at your earliest convenience.

On behalf of Weber County, I look forward to working with you.

Sincerely,

Shannon Wixom (Consultant/Realtor)
801-430-5713
Acquisition Agent /
Weber County

OWNERSHIP RECORD

Title by: Weber County Surveyor's Office

Date: 10/17/2022

County: Weber

Parcel No. LG_WC-2550 South_WFRC-51: 159_own

Type Ownership: Trust

Tax ID No. 15-088-0041

Project No. LG_WC-2550 South_WFRC-51

Pin No. 880021

Recorded Owners: Brian J. Painter and Toni L. Painter, Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, 2020

Owners Address: PO Box 363 Hooper UT 84315

Property Address: 3843 West 2550 South Ogden UT 84401

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
3122116		1 - 2	SPECIAL WARRANTY DEED	01/25/2021	01/29/2021

Description:

A tract of land situated in the Northeast Quarter of Section 33, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah, being more particularly described as follows: Commencing at the North Quarter Corner of said Section 33; thence South 89°07'48" East 325.73 feet (Being described as beginning at a point 5 chains East of the Northwest corner of said Quarter Section in various deeds of record) along the North line of said Northeast Quarter, being also the centerline of 2550 South Street, to a nail/washer, the true point of beginning; thence South 89°07'48" East 150.00 feet along said North line of the Northeast Quarter, to a nail/washer; thence South 00°38'07" West 300.00 feet to a rebar/cap; thence North 89°07'48" West 150.00 feet to a rebar/cap; thence North 00°38'07" East 300.00 feet along an existing fence line and the Northerly extension thereof to the point of beginning. The basis of bearing is the North line of the Northeast Quarter of Section 33, called South 89°07'48" East, in a accord with data obtained from the Weber County Surveyor's Office, based on the Utah State Plane Coordinate System.

Calculated area contains 45,000 square feet of 1.033 acres.

Grantor: Brian Painter and Toni Painter



W3122116

HW 9975BC

SEND TAX NOTICE TO:
~~XXXXXXXXXXXXXXXXXXXX~~

Brian Painter
3843 W 2550 S
Taylor, UT 84401

E# 3122116 PG 1 OF 2
Leann H. Kilts, WEBER COUNTY RECORDER
29-Jan-21 0106 PM FEE \$40.00 DEP DAC
REC FOR: HERITAGE WEST TITLE--BE
ELECTRONICALLY RECORDED

SPECIAL WARRANTY DEED

Brian Painter and Toni Painter,

Grantor(s), of Taylor, County of Weber, State of UT hereby CONVEY AND WARRANT AGAINST THE ACTS OF THE GRANTOR(S) ONLY to:

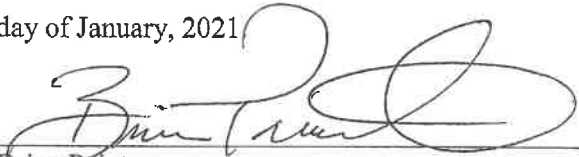
Brian J. Painter and Toni L. Painter, Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, 2020,

Grantee(s) of Taylor, County of Weber, State of UT for the sum of TEN DOLLARS and other good and valuable consideration, the following described tract of land in WEBER County, State of UT to-wit:

See Attached Exhibit "A"

Subject to easements, restrictions, encumbrances and rights of way of record, and taxes for the year 2021 and thereafter.

WITNESS, the hand of said grantor(s), this 25th day of January, 2021




Brian Painter



Toni Painter

STATE OF UT)
) :ss.
County of Weber)

On the 25th day of January, 2021, personally appeared before me Brian Painter and Toni Painter, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.



Notary Public

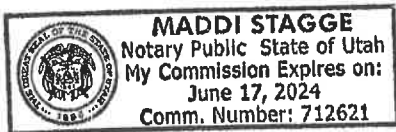


Exhibit A

15-088-0041

A tract of land situated in the Northeast Quarter of Section 33, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah, being more particularly described as follows: Commencing at the North Quarter corner of said Section 33; thence South $89^{\circ}07'48''$ East 325.73 feet (being described as beginning at a point 5 chains East of the Northwest corner of said Quarter Section in various deeds of record) along the North line of said Northeast Quarter, being also the centerline of 2550 South Street, to a nail/washer, the true point of beginning; thence South $89^{\circ}07'48''$ East 150.00 feet along said North line of the Northeast Quarter, to a nail/washer; thence South $00^{\circ}38'07''$ West 300.00 feet to a rebar/cap; thence North $89^{\circ}07'48''$ West 150.00 feet to a rebar/cap; thence North $00^{\circ}38'07''$ East 300.00 feet along an existing fence line and the Northerly extension thereof to the point of beginning. The basis of bearing is the North line of the Northeast Quarter of Section 33, called South $89^{\circ}07'48''$ East, in accord with data obtained from the Weber County Surveyor's office, based on the Utah State Plane Coordinate System.

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

Warranty Deed Weber County

Tax ID. No. 15-088-0041
Pin No. 880021
Parcel No. WC_2550S:159:C
Project No. LG_WC_2550S

Brian J. Painter and Toni L. Painter Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, Grantors, of Hooper, 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 NW1/4 of NE1/4 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 West property line located 325.73 feet S.89°07'41"E. along the section line from the Northwest Corner of the NE1/4 of said Section 33 and running thence S.89°07'41"E. distance of 150.00 feet along said North line to grantors East property line; thence S.00°38'14"W. 40.00 feet along said East property line; thence N.89°07'41"W. 150.00 feet to grantors West property line; thence N.00°38'14"E. 40.00 feet along said West property 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.

WITNESS, the hand of said Grantors, this ____ day of _____, A.D. 20 ____.

STATE OF)	_____
) ss.	Brian J. Painter, Trustee
COUNTY OF)	_____
		Toni L. Painter, Trustee

Trustees of The Brian and Toni Painter Trust, dated the 25th day of February.

On the date first above written personally appeared before me, _____ and _____, 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 they executed the same.

Notary Public



Weber County Right of Way Acquisition Summary

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 159:C
 Pin No: 880021 Job/Proj No: Project Location: WACOG_2550 South_2700 W to 4700 W
 County of Property: WEBER Tax ID / Sidwell No: 15-088-0041
 Property Address: 3843 West 2550 South OGDEN UT, 84401
 Owner's Address: 3843 West 2550 South,OGDEN,UT,84401
 Owner's Home Phone: (801)589-4949 Owner's Work Phone:
 Owner / Grantor (s): Brian J. Painter and Toni L. Painter, Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, 2020
 Grantee: Weber County

Appraised by:

Reviewed by:

Details of Final Settlement

VALUE OF THE TAKING		Size Units	Price per Unit	%	Factor	Value
159:C	Land	1050 SQFT	\$5.5	100	x 1 =	\$5,775.00
IMPROVEMENTS						
159:C	Cost-to-Cure:Replacement					\$4,000.00
159:C	Rounding					\$46.00
159:C	Proximity Damages					\$22,934.00
159:C	Improvements					\$25,545.00
NET AMOUNT:						\$58,300.00

I, Shannon Wixom (Consultant/Realtor), hereby certify that (1) the written agreement secured (Right of Way Contract) embodies all of the considerations agreed upon between the negotiator and the property owner; (2) the agreement was reached without coercion; (3) that the acquired property is to be secured for use in connection with a federal-aid or Weber County project; (4) I have no direct or indirect, present or contemplated future personal interest in the acquired property or in any affected remaining property held in the same ownership; and (5) I have no direct or indirect, present or contemplated future personal interest in any monetary benefits from the acquired property or from the affected remaining property held in the same ownership.

Shannon Wixom (Consultant/Realtor)

Date: 10/06/2022

OFFER TO PURCHASE RIGHT OF WAY

Pin: 880021 **Project No:** LG_WC_2550South_WFRC-51

Owner Name: Brian J. Painter and Toni L. Painter, Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, 2020

Property Address: 3843 West 2550 South, OGDEN, UT 84401

Parcel No: 159:C

Authority No: **Tax Id:** 15-088-0041

Project Location: LG_WC_2550 South_WFRC-51

The Weber County hereby makes you an offer of \$58,300.00 as Just Compensation for your property and/or easement(s) on your property.

This is the approved value for the parcel of land described in the Project shown above.

Weber County declares that this offer has been established by the County as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements and any fixtures considered to be real property.


The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the 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, and other related transportation uses.

This letter is not a contract to purchase your property. It is merely an offer to purchase the property and/or purchase easement(s) on your property for \$58,300.00. Along with this Offer attached are the Statement of Just Compensation, Executive Summary of Property Owner's Rights, and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, Shannon Wixom (Consultant/Realtor). I can be reached at 801-430-5713.

Receipt: Please sign below to indicate you have received the following documents:

- Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- Offer to Purchase & Offer Letter
- Statement of Just Compensation
- Right of Way Contract
- Deed(s) and/or Easement(s)
- Map and legal description

Date: 10/17/2022 By: 
Signature of Grantor/Owner

Date: 10-17-2022 By: 
Signature of Grantor/Owner

Date: 10/17/22 By: 
Shannon Wixom (Consultant/Realtor) / Acquisition Agent



Weber County Right of Way Division Statement of Just Compensation

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 159:C

Pin No: 880021 Job/Proj No: Project Location: WACOG_2550 South_2700 W to 4700 W
 County of Property: WEBER Tax ID / Sidwell No: 15-088-0041
 Property Address: 3843 West 2550 South OGDEN UT, 84401
 Owner's Address: 3843 West 2550 South,OGDEN,UT,84401
 Owner's Home Phone: (801)589-4949 Owner's Work Phone:
 Owner / Grantor (s): Brian J. Painter and Toni L. Painter, Trustees of The Brian and Toni Painter Trust, dated the 25th day of February, 2020
 Grantee: Weber County

The following information is the basis for the amount estimated by Weber County to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	Property % Use	County
159:C	Land	1050	SQFT	\$5.5	100 Residential	WEBER

VALUE OF THE TAKING				Factor	Value
159:C	----->	1050	SQFT	\$5.5 100 x 1 =	\$5,775.00

IMPROVEMENTS

159:C	Cost-to-Cure:Replacement	\$4,000.00
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OTHER COSTS

159:C	Rounding	\$46.00
159:C	Improvements	\$25,545.00
159:C	Proximity Damages	\$22,934.00

NET AMOUNT: \$58,300.00

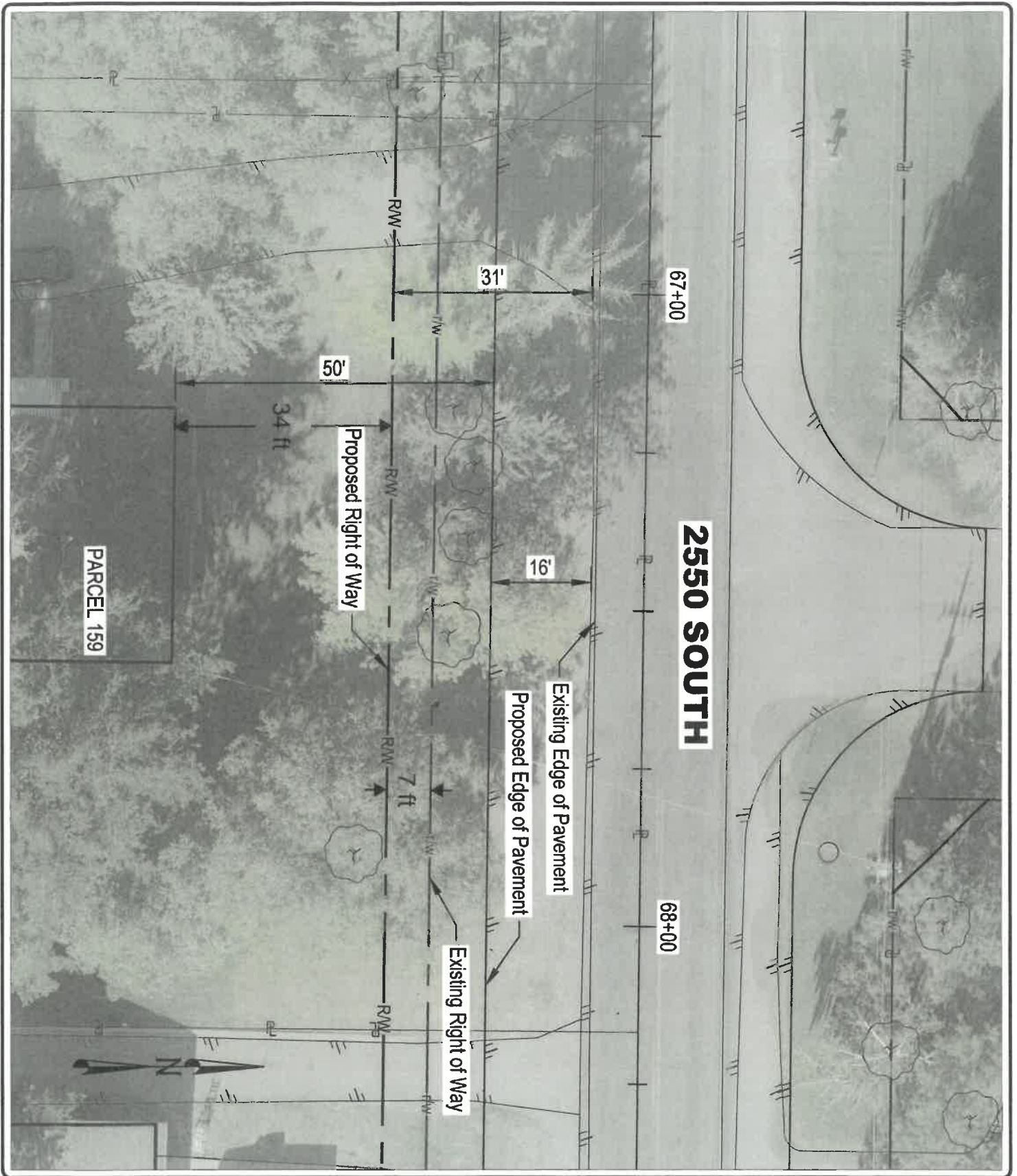
Weber County declares that this offer is the amount that has been established by Weber County as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: _____

9/9/22


 Shannon Wixom (Consultant/Realtor) / Acquisition Agent


 Weber County Representative



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WEBER COUNTY
2550 S
PARCEL 159
BRIAN & TONI PAINTER
15-088-0041

PROJECT NUMBER		17057F	
SHEET	1	OF	1
SHEET NUMBER			

P159