



WEBER COUNTY

Weber County

REAL ESTATE PURCHASE CONTRACT

Project Name: 2200 North Street
 Tax ID: 19-304-0005
 Parcel No. 5S
 County of Property: Weber
 Property Address: 3225 W. 2200 N. Plain City, UT 84404
 Owner's Address: 3225 W. 2200 N. Plain City, UT 84404
 Owner / Grantor (s): Brett G. & Kristen A. Ferrin
 Grantee: Weber County

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Brett G. & Kristen A. Ferrin ("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 5S, more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- 2. PURCHASE PRICE.** The County shall pay and Owner accepts \$4,300.00 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.

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 BGF KAF
 Grantor's Initials



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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):

Owner acknowledges receiving an Administrative Settlement in the amount of \$800.00 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.

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 Grantee: Weber County

SIGNATURE PAGE TO WEBER COUNTY REAL ESTATE PURCHASE CONTRACT

Authorized Signature(s):

DocuSigned by:

 Brett G. Ferrin - Owner
 12/7/2022
 Date

DocuSigned by:

 Kristen A. Ferrin - Owner
 12/9/2022
 Date

WEBER COUNTY

Local Government Authority

Date

DS DS

 Grantor's Initials



WEBER COUNTY

weber County

REAL ESTATE PURCHASE CONTRACT

Project Name: 2200 North Street
Tax ID: 19-304-0005
Parcel No. 5S
County of Property: Weber
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Owner's Address: 3225 W. 2200 N. Plain City, UT 84404
Owner / Grantor (s): Brett G. & Kristen A. Ferrin
Grantee: Weber County

Exhibit A
(Attach conveyance documents)

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BGF KAF
Grantor's Initials

When Recorded Mail to:
Weber County
2380 Washington Blvd.
Ogden, Utah, 84401

QUITCLAIM DEED

Tax ID No. 19-304-0005
Project Name. 2200 NORTH STREET

Grantor (BRETT G. FERRIN AND KRISTEN A. FERRIN, HUSBAND AND WIFE AS JOINT TENANTS), owners(s) of tax parcel #19-304-0005, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim to WEBER COUNTY, a political subdivision of the State of Utah, the following described tract of land in Weber County, Utah:

SEE *EXHIBIT A*

SUBJECT TO EASEMENTS, RESTRICTIONS, ENCUMBRANCES AND RIGHTS OF WAY CURRENTLY OF RECORD.

This quitclaim deed, when executed as required by law, shall have the effect of a conveyance of all right, title, interest, and estate of the grantor in and to the premises herein described and all rights, privileges, and appurtenances thereunto belonging, at the date of the conveyance.

Witness the hand of said Grantor this ____ day of _____, 2022

(BRETT G. FERRIN Grantor

And

Witness the hand of said Grantor this ____ day of _____, 2022

(KRISTEN A. FERRIN), Grantor

STATE OF UTAH)
 :ss

COUNTY OF WEBER)

On this _____ day of _____, in the year 20 ____, before me,
_____ a notary public, personally appeared
BRETT G. FERRIN and KRISTEN A. FERRIN, husband and wife, the 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, and duly acknowledged to me that (he/she/they)
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 SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 88°37'29" WEST A DISTANCE OF 5,304.23 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 34, TO THE WEST QUARTER CORNER OF SAID SECTION 34 WHICH WAS REMONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 (SAID REMONUMENTED CORNER IS NORTH 89°32'22" WEST A DISTANCE OF 111.51 FEET FROM THE PREVIOUS 1965 BRASS CAP LOCATION):

ALL THAT STRIP OF LAND WITHIN 17.0 FEET, AND LYING ON THE SOUTH SIDE OF THE CENTER LINE OF 2200 NORTH STREET, SAID STRIP OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF 2200 NORTH STREET, A PUBLIC HIGHWAY, SAID POINT BEING SOUTH 58°49'03" EAST A DISTANCE OF 1,504.84 FEET, AND ALONG THE CENTERLINE OF 2200 NORTH STREET THE FOLLOWING TWO COURSES (1) SOUTH 88°49'14" EAST A DISTANCE OF 315.00 FEET, AND (2) SOUTH 88°13'55" EAST A DISTANCE OF 225.36 FEET, FROM THE WEST QUARTER CORNER OF SAID SECTION 34 (AS MONUMENTED BY THE WEBER COUNTY SURVEYOR IN 2021), SAID POINT ALSO BEING ON A PROJECTION OF THE GRANTOR'S WESTERLY PROPERTY LINE, AS OCCUPIED; RUNNING THENCE SOUTH 87°04'22" EAST A DISTANCE OF 107.02 FEET, ALONG THE CENTERLINE OF 2200 NORTH STREET, MORE OR LESS, TO A POINT ON A PROJECTION OF THE GRANTOR'S EASTERLY PROPERTY LINE, AS OCCUPIED; THENCE SOUTH 00°45'35" WEST A DISTANCE OF 17.02 FEET, ALONG THE GRANTOR'S EASTERLY PROPERTY LINE, AS OCCUPIED; THENCE NORTH 87°04'02" WEST A DISTANCE OF 105.82 FEET, MORE OR LESS, TO THE GRANTOR'S WESTERLY PROPERTY LINE, AS OCCUPIED; THENCE NORTH 03°14'41" WEST A DISTANCE OF 17.10 FEET, ALONG THE PRESENT CORPORATE LIMITS OF PLAIN CITY AND ALONG SAID WESTERLY PROPERTY LINE, AS OCCUPIED, TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THAT PORTION OF LAND ABUTTING THE ABOVE DESCRIBED PROPERTY ON THE NORTH AND EXTENDING TO THE NORTH LINE OF THE COUNTY ROAD.

RECOGNIZING THAT ADDITIONAL RIGHT-OF-WAY WIDTH MAY EXIST BEYOND THE TRAVELED DIRT SURFACE, BUT ALSO THAT THE FULL WIDTH OF A DEDICATED PUBLIC HIGHWAY RIGHT-OF-WAY CAN ONLY BE DETERMINED BY THE COURT, AND THAT A MAXIMUM RIGHT-OF-WAY WIDTH THAT WOULD BE BINDING UPON ALL UN-AGREEABLE PARTIES WOULD NEED TO COME FROM A JUDICIAL DECREE, THE WIDTH DESCRIBED HEREON IS A MINIMUM OF WHAT IS NECESSARY TO ACCOMMODATE A NEW ASPHALT SURFACE WHERE SAID SURFACE WOULD EXTEND BEYOND THE EXISTING TRAVELED DIRT SURFACE.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,810 SQUARE FEET OR 0.042 ACRE, MORE OR LESS, OF WHICH 1,174 SQUARE FEET ARE PRESENTLY IN THE EXISTING TRAVELED DIRT RIGHT-OF-WAY, BALANCE 636 SQUARE FEET.



ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

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In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$3,500.00.

Reasoning for the recommended settlement is as follows:

The County offered an administrative settlement due to the owner providing additional sold comparables which came in higher than the amount offered in the Administrative Compensation Estimate. As a result, the compensation for the acquisition of Parcel 5S includes an \$800.00 administrative settlement payment.

Settlement is, therefore, approved as follows:

Fair Market Value	\$3,500.00
Incentive Payment	\$800.00
TOTAL	<u>\$4,300.00</u>

12-07-2022
Date of Recommendation

Nadia Bakr
Nadia Bakr / Acquisition Agent

Date of Approval

Local Government Authority



SETTLEMENT INVOICE
Fee Simple - Total Acquisition

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Contact Address: 3225 W. 2200 N. Plain City, UT 84404

		Total Acquisition Amount:	\$4,300.00
Participating Amount:	\$4,300.00	Less	
Non Participating Amount:	\$0.00	Net Amount to be released at Closing:	\$4,300.00

* Security Deposit to be held as per contract pending inspection by Property Management.

Special Conditions:

FOR Utah Department of Transportation

Nadia Bakr

Nadia Bakr / Consultant Right of Way Acquisition Agent

12-9-2022

Date

Local Government Authority

Date

When Recorded Mail to:
Weber County
2380 Washington Blvd.
Ogden, Utah, 84401

QUITCLAIM DEED

Tax ID No. 19-304-0005
Project Name. 2200 NORTH STREET

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SUBJECT TO EASEMENTS, RESTRICTIONS, ENCUMBRANCES AND RIGHTS OF WAY CURRENTLY OF RECORD.

This quitclaim deed, when executed as required by law, shall have the effect of a conveyance of all right, title, interest, and estate of the grantor in and to the premises herein described and all rights, privileges, and appurtenances thereunto belonging, at the date of the conveyance.

Witness the hand of said Grantor this 9th day of December, 2022



(BRETT G. FERRIN Grantor

And

Witness the hand of said Grantor this 9th day of December, 2022



(KRISTEN A. FERRIN), Grantor

STATE OF UTAH)
 :SS

COUNTY OF WEBER)

On this 9th day of December, in the year 2022, before me,
Chelsea Thompson a notary public, personally appeared
BRETT G. FERRIN and KRISTEN A. FERRIN, husband and wife, the 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, and duly acknowledged to me that (he/she/they)
executed the same.

Witness my hand and official seal.

Chelsea Thompson
Notary Public
My Commission Expires: 08/13/2025



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

Attest:
Ricky Hatch
Weber County Clerk Auditor