



Weber County

REAL ESTATE PURCHASE CONTRACT

Project Name: 2200 North Street
Tax ID: 19-038-0004
Parcel No. 3S
County of Property: Weber
Property Address: 3261 W. 2200 N. Plain City, UT 84404
Owner's Address: 3260 W. 1975 N. Plain City, UT 84404
Owner / Grantor (s): The John D. and Sherilyn Clark Family Trust
Grantee: Weber County

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, The John D. and Sherilyn Clark Family 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 3S, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The County shall pay and Owner accepts \$3,000.00 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.

SC
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):

County and/or its contractor will rebuild irrigation system for Owner if impacted by project.

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Owner / Grantor (s): The John D. and Sherilyn Clark Family Trust
Grantee: Weber County

SIGNATURE PAGE TO WEBER COUNTY REAL ESTATE PURCHASE CONTRACT

Authorized Signature(s):

Sherilyn Clark

Sherilyn Clark - Successor Trustee

12-20-22

Date

The John D. and Sherilyn Clark Family Trust

WEBER COUNTY

Local Government Authority

Date

SC

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Weber County

REAL ESTATE PURCHASE CONTRACT

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Tax ID: 19-038-0004
Parcel No. 3S
County of Property: Weber
Property Address: 3261 W. 2200 N. Plain City, UT 84404
Owner's Address: 3260 W. 1975 N. Plain City, UT 84404
Owner / Grantor (s): The John D. and Sherilyn Clark Family Trust
Grantee: Weber County

Exhibit A

(Attach conveyance documents)

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Grantor's Initials

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):

BEGINNING AT A POINT WHICH IS 11.00' DISTANT FROM, AND ON THE SOUTH SIDE OF THE CENTERLINE OF 2200 NORTH STREET, A PUBLIC HIGHWAY, SAID POINT BEING SOUTH 58°49'03" EAST A DISTANCE OF 1,504.84 FEET, SOUTH 88°49'14" EAST A DISTANCE OF 150.00 FEET ALONG THE CENTERLINE OF 2200 NORTH STREET, AND SOUTH 00°46'09" WEST A DISTANCE OF 11.00 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 88°49'14" EAST A DISTANCE OF 165.00 FEET, MORE OR LESS, TO A POINT ON A PROJECTION OF THE GRANTOR'S EASTERLY PROPERTY LINE, AS OCCUPIED; THENCE SOUTH 00°46'09" WEST (SOUTH 0D21' WEST BY RECORD) A DISTANCE OF 6.00 FEET ALONG SAID EASTERLY PROPERTY LINE, AS OCCUPIED; THENCE NORTH 88°49'14" WEST A DISTANCE OF 165.00 FEET, MORE OR LESS, TO THE GRANTOR'S WESTERLY PROPERTY LINE, AS OCCUPIED; THENCE NORTH 00°46'09" EAST (NORTH 0D21' EAST BY RECORD) A DISTANCE OF 6.00 FEET, ALONG THE GRANTOR'S WESTERLY PROPERTY LINE, 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 990 SQUARE FEET OR 0.023 ACRE, MORE OR LESS.



WEBER COUNTY

SETTLEMENT INVOICE
Fee Simple - Total Acquisition

Project Name: 2200 NORTH STREET
Tax ID: 19-038-0004
Parcel No. 3S
County of Property: WEBER
Property Address: 3261 W. 2200 N. PLAIN CITY, UT 84404
Owner's Address: 3260 W. 1975 N. PLAIN CITY, UT
84404 Owner / Grantor (s): The John D. and Sherilyn Clark
Family Trust
Grantee: Weber County

Contact Address: 3260 W. 1975 N. Plain City, UT 84404

		Total Acquisition Amount:	\$3,000.00
Participating Amount:	\$3,000.00	Less	
Non Participating Amount:	\$0.00	Net Amount to be released at Closing:	\$3,000.00

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

Special Conditions:

FOR Weber County

Nadia Bakr

12-20-2022

Nadia Bakr Consultant) / Right of Way Acquisition Agent

Date

County Commission

Date

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

QUITCLAIM DEED

Tax ID No. 19-038-0004

Pin No. NA

Project Name. 2200 NORTH STREET

Grantor (THE JOHN D. AND SHERILYN CLARK FAMILY TRUST), owner of tax parcel #19-038-0004, 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*

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 20 day of December, 2022

Sherilyn Clark
(THE JOHN D. AND SHERILYN CLARK FAMILY TRUST), Grantor

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 20 day of December, in the year 20 22, before me,
Nadia Bakr a notary public, personally appeared
Sherilyn Clark, as trustee(s) of THE JOHN D. AND
SHERILYN CLARK FAMILY TRUST _____

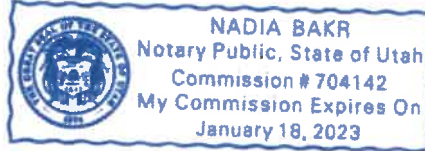
signer(s) of the foregoing instrument, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, did say that (he/she/they) (is/are) the trustee(s) of said trust and that this instrument was signed by (him/her/them) in behalf of said trust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

Witness my hand and official seal.

Nadia Bakr

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

OFFER TO PURCHASE RIGHT OF WAY

Project Name: 2200 North Street
Owner Name: The John D. and Sherilyn Clark Family Trust
Property Address: 3261 W. 2200 N. Plain City, UT 84404
Parcel No: 3S
Tax Id: 19-038-0004
Project Location: 2200 North Street

The Weber County hereby makes you an offer of \$3,000.00 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 \$3,000.00. 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 Ombudsman's Brochure.

If you have questions regarding this offer or information given to you, please contact me, Nadia Bakr. I can be reached at 801-891-9347.

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: 12-20-22

By: Sherilyn Clark
Signature of Grantor/Owner

Date: _____

By: _____
Signature of Grantor/Owner

Date: October 16, 2022

By: Nadia Bakr
Nadia Bakr / Acquisition Agent