



WEBER COUNTY

weber County

REAL ESTATE PURCHASE CONTRACT

Project Name: 2200 North Street
 Tax ID: 19-304-0007
 Parcel No. 6S
 County of Property: Weber
 Property Address: 3211 W. 2200 N. Plain City, UT 84404
 Owner's Address: 3211 W. 2200 N. Plain City, UT 84404
 Owner / Grantor (s): Mitchell E. & Katie A. Butler
 Grantee: Weber County

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Mitchell E. & Katie A. Butler ("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 6S, more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- 2. PURCHASE PRICE.** The County shall pay and Owner accepts \$6,165.00 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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 Grantor's Initials



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 Grantee: Weber County

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 \$2,415.00, 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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Parcel No. 6S
County of Property: Weber
Property Address: 3211 W. 2200 N. Plain City, UT 84404
Owner's Address: 3211 W. 2200 N. Plain City, UT 84404
Owner / Grantor (s): Mitchell E. & Katie A. Butler
Grantee: Weber County

Exhibit A (Attach conveyance documents)

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Grantor's Initials

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

QUITCLAIM DEED

Tax ID No. 19-304-0007
Project Name. 2200 NORTH STREET

Grantor (MITCHELL E BUTLER AND KATIE A BUTLER, AS HUSBAND AND WIFE AS JOINT TENANTS), owners(s) of tax parcel #19-304-0007, 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

(MITCHELL E BUTLER Grantor

And

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

(KATIE A BUTLER), Grantor

STATE OF UTAH)
 :SS

COUNTY OF WEBER)

On this _____ day of _____, in the year 20 ____, before me,
_____ a notary public, personally appeared
MITCHELL E BUTLER and KATIE A BUTLER, 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



ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project Name: 2200 North Street
 Tax ID: 19-304-0007
 Parcel No. 6S
 County of Property: Weber
 Property Address: 3211 W. 2200 N. Plain City, UT 84404
 Owner's Address: 3211 W. 2200 N. Plain City, UT 84404
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 Grantee: Weber County

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 \$3,750.00.

Reasoning for the recommended settlement is as follows:

In order to expedite the signing of the contract, an administrative settlement of \$2,415.00 was offered. The owner provided additional sold comparables which came in higher than the amount offered in the Administrative Compensation Estimate. The administrative settlement is recommended as a reasonable alternative to the anticipated costs of a second appraisal or litigation. The administrative settlement is included in the total purchase price of \$6,165.00.

Settlement is, therefore, approved as follows:

Fair Market Value	\$3,750.00
Administrative Settlement Payment	\$2,415.00
TOTAL	\$6,165.00

12-29-2022
Date of Recommendation

Nadia Bakr
Nadia Bakr / Acquisition Agent

Date of Approval

Local Government Authority



Weber County

October 16, 2022

Mitchell E. & Katie A. Butler
3211 W. 2200 N.
Plain City, UT 84404

Dear Mitchell & Katie Butler,

Weber County has prepared an offer to purchase a strip acquisition from your property, which is located at 3211 W. 2200 N. in Plain City, UT 84404 and has assigned parcel number 6S 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 \$3,750.00.

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 County Commission 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,

Nadia Bakr

Nadia Bakr
801-891-9347
Consultant/ROW Acquisition Agent
Weber County



SETTLEMENT INVOICE
Fee Simple - Total Acquisition

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Grantee: Weber County

Contact Address: 3211 W. 2200 N. Plain City, UT 84404

		Total Acquisition Amount:	\$6,165.00
Participating Amount:	\$6,165.00	Less	
Non Participating Amount:	\$0.00	Net Amount to be released at Closing:	\$6,165.00

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

Special Conditions:

Please contact Mitch Butler at 801-643-1562 to schedule closing at title company.

FOR Utah Department of Transportation

Nadia Bakr

Nadia Bakr / Consultant Right of Way Acquisition Agent

Date

Local Government Authority

Date

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

QUITCLAIM DEED

Tax ID No. 19-304-0007
Project Name. 2200 NORTH STREET

Grantor (MITCHELL E BUTLER AND KATIE A BUTLER, AS HUSBAND AND WIFE AS JOINT TENANTS), owners(s) of tax parcel #19-304-0007, 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 3rd day of January, 202~~2~~3

Mitchell Butler
(MITCHELL E BUTLER Grantor

And

Witness the hand of said Grantor this 3 day of January, 202~~2~~3

Katie A Butler
(KATIE A BUTLER), Grantor

STATE OF UTAH)
 :SS

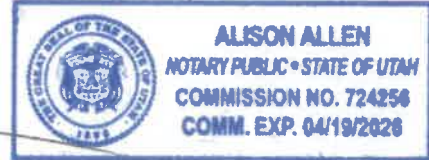
COUNTY OF WEBER)

On this 3rd day of January, in the year 20 23, before me,
Alison Allen a notary public, personally appeared
MITCHELL E BUTLER and KATIE A BUTLER, 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

Alison Allen

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