



# Weber County

## REAL ESTATE PURCHASE CONTRACT

Project No: LG\_WC\_2550South\_WFRC-51 Parcel No.(s): 146:C, 147:C

Pin No: 880021 Job/Proj No: Project Location: WACOG\_2550 South\_2700 W to 4700 W

County of Property: WEBER Tax ID(s) / Sidwell No: 15-078-0043, 15-078-0023

Property Address: 3996 W 2550 S OGDEN UT, 84401

Owner's Address: 3996 W 2550 S, OGDEN, UT, 84401

Primary Phone:

Owner's Home Phone:

Owner's Work Phone:

Owner / Grantor (s): Keith A. Anderson and Janice S. Anderson as Trustees of the Keith A. and Janice S. Anderson Family Trust, dated January 17, 1991

9  
IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Keith A. Anderson and Janice S. Anderson as Trustees of the Keith A. and Janice S. Anderson Family Trust, dated January 17, 1991 ("Owner") agrees to sell to Weber County ("The County") the Subject Property described below for Transportation Purposes,<sup>1</sup> and the County and Owner agree as follows:

**1. SUBJECT PROPERTY.** The Subject Property referred to in this Contract is identified as parcel numbers 146:C, 147:C, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

**2. PURCHASE PRICE.** The County shall pay and Owner accepts \$47,800 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): **The owner acknowledges receiving the following cost to cure payment: Temporary and permanent sprinkling reconfiguration (including valve box), relocate 2 mailboxes, replace 3-rail fencing in the amount of \$18,975.00, which is included in the Total Purchase Price.**

### 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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Primary Phone:

Owner's Home Phone:

Owner's Work Phone:

Owner / Grantor (s): Keith A. Anderson and Janice S. Anderson as Trustees of the Keith A. and Janice S. Anderson Family Trust, dated January 17, 1991

#### 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):

Grantor acknowledges receiving payment for the following Improvements acquired: sod, sprinklers, 7 small/medium trees, 2 large mature trees, landscaping (green screen/shrubs), concrete driveway and 3 foot vinyl fencing in the total amount of \$19,240.00 which is included in the Total Purchase Price.



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 Primary Phone: Owner's Home Phone: Owner's Work Phone:  
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**SIGNATURE PAGE TO  
 WEBER COUNTY  
 REAL ESTATE PURCHASE CONTRACT**

**CONSULTANT DISCLOSURE.** Owner acknowledges that Shannon Wixom, through WLC Consulting, LLC, 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):

*Janice S. Anderson, trustee* \_\_\_\_\_ *1/10/2024*  
 100% Keith and Janice Anderson - OWNER(s) Date Date

**WEBER COUNTY**

\_\_\_\_\_  
 County Representative Date  
 Local Government Authority

*[Signature]*  
 \_\_\_\_\_  
 County Representative



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Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Keith A. Anderson and Janice S. Anderson as Trustees of the Keith A. and Janice S. Anderson Family Trust, dated January 17, 1991

## Exhibit A (Attach conveyance documents)

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

**Warranty Deed**  
**(TRUSTEE)**  
**Weber**

Tax ID. No. 15-078-0043  
Pin No. 880021  
Parcel No. WC\_2550S:146:C  
Project No. LG\_WC\_2550S

Keith A. Anderson and Janice S. Anderson as Trustee(s) of The Keith A. and Janice S. Anderson Family Trust, Dated January 17, 1991, Grantor, of Ogden, County of Weber, State of Utah, hereby CONVEYS AND WARRANTS to WEBER COUNTY, at 2380 Washington Blvd., Ogden, Utah 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 SW Quarter of Section 28, 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. The boundaries of said parcel of land are described as follows:

Beginning at a point of intersection of the South line of Section 28 and the Easterly line of the grantors property, said point lies 709.50 feet North 89°10'04" West along the South line of Section 28 from the SE corner of the SW Quarter of said Section 28 and running thence North 89°10'04" West 93.00 feet along said South line of Section 28 to the Westerly line of the grantors property; thence North 31°18'49" East 46.41 feet along said Westerly line of the grantors property; thence South 89°10'04" East 69.46 feet to the Easterly line of the grantors property; thence South 00°49'56" West 40.00 feet along said Easterly line of the grantors property to South line of Section 28 and the Point of Beginning.

The above described parcel of land contains 3,249 square feet or 0.075 acre, of which 2,749 square feet or 0.063 acre are now occupied by the existing highway. Balance 500 square feet or 0.011 acre.

**WITNESS**, the hand of said Grantor, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

STATE OF )  
 ) ss.  
COUNTY OF )

\_\_\_\_\_  
Keith A. Anderson, Trustee  
\_\_\_\_\_  
Janice S. Anderson, Trustee

On the date first above written personally appeared before me, \_\_\_\_\_, 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

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

**Warranty Deed**  
**(TRUSTEE)**  
**Weber**

Tax ID. No. 15-078-0023  
Pin No. 880021  
Parcel No. WC\_2550S:147:C  
Project No. LG\_WC\_2550S

Keith A. Anderson and Janice S. Anderson as Trustee(s) of The Keith A. and Janice S. Anderson Family Trust, Dated January 17, 1991, Grantor, of Ogden, County of Weber, State of Utah, hereby CONVEYS AND WARRANTS to WEBER COUNTY, at 2380 Washington Blvd., Ogden, Utah 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:

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Beginning at a point of intersection of the South line of Section 28 and the Easterly line of the grantors property, said point lies 544.50 feet North 89°10'04" West along the South line of Section 28 from the SE corner of the SW Quarter of said Section 28 and running thence North 89°10'04" West 165.00 feet along said South line of Section 28 to the Westerly line of the grantors property; thence North 00°49'56" East 40.00 feet along said Westerly line of the grantors property; thence South 89°10'04" East 165.00 feet to the Easterly line of the grantors property; thence South 00°49'56" West 40.00 feet along said Easterly line of the grantors property to South line of Section 28 and the Point of Beginning.

The above described parcel of land contains 6,600 square feet or 0.152 acre, of which 5,445 square feet or 0.125 acre are now occupied by the existing highway. Balance 1,155 square feet or 0.027 acre.

**WITNESS**, the hand of said Grantor, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

STATE OF )  
 ) ss.  
COUNTY OF )

\_\_\_\_\_  
Kelth A. Anderson, Trustee  
\_\_\_\_\_  
Janice S. Anderson, Trustee

On the date first above written personally appeared before me, \_\_\_\_\_, 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