



Weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 103: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: 15-079-0009
Property Address: Approximately 4650 West 2550 South OGDEN UT, 84401
Owner's Address: 50 E North Temple St. Fl. 22, Salt Lake City, UT, 84150
Primary Phone: 801-330-7154 Owner's Home Phone: Owner's Work Phone: (801)330-7154

Owner / Grantor (s): The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, formally known as Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
PN 535-5664

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, formally known as Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("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 103:C, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. Subject to the terms of this contract, the County shall pay and Owner accepts \$7,200 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 County, Owner grants the County, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property, to the extent owned by Owner, 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.

re full

Grantor's Initials



Weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 103: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: 15-079-0009

Property Address: Approximately 4650 West 2550 South OGDEN UT, 84401

Owner's Address: 50 E North Temple St. Fl. 22, Salt Lake City, UT, 84150

Primary Phone: 801-330-7154

Owner's Home Phone:

Owner's Work Phone: (801)330-7154

Owner / Grantor (s): The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, formally known as Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

PN 535-5664

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.** The County shall ensure that the County purchases, at the County's cost, a standard or extended coverage owner's title insurance policy for the Subject Property, in the amount of the Purchase Price, that will be issued to the County at the Closing. After the Closing, the County shall exhaust all of its rights and remedies under such title insurance policy before the County brings any title defect claims related to the Subject Property against Owner, and Owner agrees to sign a tolling agreement to ensure no statute of limitations expires while The County exhausts the foregoing. The County's obligations to obtain a title insurance policy and pursue its rights and remedies under such title insurance policy as set forth in this Section 4.2(b) shall survive Closing.

5. TITLE TO PROPERTY. Except for the portions of the Subject Property already occupied by an existing highway or right-of-way ("Existing Right-of-way"), Owner believes that Owner or one of Owner's affiliates has fee title to the Subject Property, subject to all matters of record and any state of facts which an ALTA survey or physical inspection of the Subject Property might show. Owner will convey the Subject Property to the Grantee shown on Exhibit A at Closing by quit claim deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A.

Before the Closing, the County and Owner agree that a title report shall be ordered by the title company retained by the County, and each party shall have at least 30 days to review the same. If the County discovers any condition of the Subject Property that is inconsistent with Owner's statements in this Section 5 or Section 6 below, the County will notify Owner of such and Owner and the County will work together in good faith to resolve such defective condition as soon as possible, but no later than 180 days after the County provides Owner written notice of such condition. The County may elect to order an ALTA survey at its expense, in which case the 180 day period shall not begin to run until such survey is completed and provided to both parties. In all events, Owner and the County shall work together in good faith as reasonably necessary or appropriate to give the full force and effect to the terms and intent of this Contract. The parties further state it is their intent to ensure that title conveyed by Owner to the County is not encumbered by any of the following created by Owner: (i) financial liens (e.g., taxes, deeds of trust, mechanic's lien, etc.), (ii) leases, (iii) restrictive covenants, or (iv) similar encumbrances that may limit the County's ability to construct, manage, maintain, repair, or otherwise ensure that its project is not disrupted or delayed. The County acknowledges that utility easements and any encumbrances not created by Owner will not be the subject of any request to resolve defective conditions, and will be accepted by the County.

6. OWNER DISCLOSURES. All references to the Subject Property in this Section 6 shall exclude the Existing Right-of-way. Owner represents, based solely upon the current, actual knowledge of Shad Hales ("Responsible Person"), without any implied or express obligation, duty, or responsibility of further inquiry or investigation, that:

- a. There has been no work done on the Subject Property at the behest of Owner for which a mechanic's or materialmen's lien could arise that has not been paid or which will not be paid in the ordinary course prior to Closing;
- b. The Subject Property is free and clear of mortgages, deeds of trust or other financial encumbrances created by Owner;
- c. There are no tenancies or parties in possession on the Subject Property that will not be terminated at or prior to Closing except _____
(if left blank, then there are none known); and

SH *PH*

Grantor's Initials



Weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 103: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: 15-079-0009

Property Address: Approximately 4650 West 2550 South OGDEN UT, 84401

Owner's Address: 50 E North Temple St. Fl. 22, Salt Lake City, UT, 84150

Primary Phone: 801-330-7154

Owner's Home Phone:

Owner's Work Phone: (801)330-7154

Owner / Grantor (s): The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, formally known as Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

PN 535-5664

d. There are no hazardous materials on the Subject Property in quantities or use in a manner that currently violates environmental laws except _____
(if left blank, then there are none known).

For purposes of determining the "actual knowledge" of the Responsible Person, the existence of any document, letter, or other written note or instrument in Owner's file shall not be considered to be known by the Responsible Person simply by the fact of its existence in a file of Owner. The provisions of this Section 6 shall survive Closing for a period of one (1) year.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property, except the Existing Right-of-way, in substantially the same general condition as it was on the date that Owner signed this Contract. Notwithstanding the foregoing, Owner and the County agree that the physical condition of the Subject Property may be altered or changed as permitted above in Section 3.3 or upon the consent and agreement of both parties, including with respect to pre-Closing requests for the commencement of work on the Subject Property under an agreement for such early access and work.

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 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 11.1 shall survive Closing.

11.2 If this is greenbelt property, County will pay any rollback taxes. Owner is not eligible to receive relocation assistance under Utah Code, Title 57, Chapter 12, Utah Relocation Assistance Act.

re pen

Grantor's Initials



Weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 103: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: 15-079-0009

Property Address: Approximately 4650 West 2550 South OGDEN UT, 84401

Owner's Address: 50 E North Temple St. Fl. 22, Salt Lake City, UT, 84150

Primary Phone: 801-330-7154

Owner's Home Phone:

Owner's Work Phone: (801)330-7154

Owner / Grantor (s): The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, formally known as Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

PN 535-5664

12. ENVIRONMENTAL. Owner will provide the County any Phase I or similar environmental report for the Subject Property following Owner's review of its files known and in possession of the Responsible Person. The County shall keep such information confidential to the extent permitted by law. Given the possible age and size of Owner's files, the County acknowledges and agrees that (i) any Phase I or other environmental documentation provided by Owner may not be complete, accurate, or something upon which the County can rely, and (ii) there may be additional environmental documentation in such files of Owner that Owner was unable to locate in its review. Although the County is not required to do so, Owner encourages the County to obtain a Phase I or similar study of the Subject Property prior to the Closing. If any hazardous materials are disclosed, the parties agree that the County will complete the hazardous materials clean up and the Purchase Price will be reduced to address the cost of any clean up (excluding the cost of any cleanup occurring within the Existing Right-of-way) that may be required to accommodate the County's project based upon a bid from a qualified firm in the County's pool of qualified environmental remediation consultants, provided that the bid amount is not greater than 20% of the total Purchase Price. Any costs associated with securing such a bid shall be paid by the County. In the event that the bid exceeds 20% of the Purchase Price, the Parties agree that they will meet and confer in good faith to identify an amicable way to address environmental remediation that (1) allows the County's project to proceed in a timely fashion; (2) mitigates costs to the Owner; and (3) provides reasonable assurances that neither party will face environmental liability in the future. If the parties are not able to mutually agree on a reduced Purchase Price and other terms related to such environmental issue after 60 (sixty) days of good faith negotiations, then either party may terminate this REPC by providing written notice to the other party, provided however, that Paragraph 3.3 of this Contract shall survive any such termination until such time as the County files an eminent domain action to acquire the Subject Property and secures an Order of Occupancy pursuant to Utah Code 78B-6-510, which Order Owner agrees not to oppose, it being the parties' intent that appropriate just compensation will be decided through the assistance of Court proceedings without disruption to the County's construction project.

13. ADDITIONAL TERMS (IF APPLICABLE):

Owner acknowledges that Shannon Wixom/Legacy Real Estate Consulting, is a consultant for the County, and will receive compensations from the County for providing Right-of-Way Acquisition services.

re full

Grantor's Initials



Weber County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 103: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: 15-079-0009
Property Address: Approximately 4650 West 2550 South OGDEN UT, 84401
Owner's Address: 50 E North Temple St. Fl. 22, Salt Lake City, UT, 84150
Primary Phone: 801-330-7154 Owner's Home Phone: Owner's Work Phone: (801)330-7154
Owner / Grantor (s): The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, formally known as Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
PN 535-5664

SIGNATURE PAGE TO WEBER COUNTY REAL ESTATE PURCHASE CONTRACT

Authorized Signature(s):

09/26/2025

100% The Church of Jesus Christ of Latter-day Saints

Date

Richard Horgan

Print Name/Title

WEBER COUNTY

County Representative

Date

Local Government Authority

Grantor's Initials