



WEBER COUNTY

# weber County

## REAL ESTATE PURCHASE CONTRACT

Project Name: 4000 North Box Culvert  
 Tax ID: 19-009-0003  
 Parcel No. NA  
 County of Property: Weber  
 Property Address: 3625 W. 4000 N., Ogden, UT 84404  
 Owner's Address: 5238 W. 2150 N., Ogden, UT 84404  
 Owner/Grantor(s): Westside Investments, L.C.  
 Grantee: Weber County

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Westside Investments, L.C. ("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 NA, more particularly described in Exhibit A, which is attached hereto and incorporated herein.
2. **PURCHASE PRICE.** The County shall pay and Owner accepts \$2,525.00 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.

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):

- a. As part of the project, Weber County, and/or its contractor, will relocate the existing blocks of concrete situated along the bank of the existing channel. These blocks will be moved to the base of the channel, and the area of the existing channel will be backfilled with excavated material from the project. After the channel is filled, the project will leave approximately 6 inches of topsoil.
- b. Owner acknowledges that Weber County is granted permission to utilize the area of the subject property closest to 4000 North for the purpose of stockpiling the excavated materials and, subsequently, for using the material to fill the existing channel.

DS

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 Grantee: Weber County

### SIGNATURE PAGE TO WEBER COUNTY REAL ESTATE PURCHASE CONTRACT

**CONSULTANT DISCLOSURE.** Owner acknowledges that Nadia Bakr, through Tanner Ridge Real Estate, 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):

DocuSigned by:

*Kami Hamlett*

, Manager

9/20/2023

100% Westside Investments, L.C. - OWNER(s)

Date

### WEBER COUNTY

County Representative

Date

Local Government Authority

DB  
*KAM*

Grantor's Initials



**WEBER COUNTY**

# weber County

## REAL ESTATE PURCHASE CONTRACT

Project Name: 4000 North Box Culvert

Tax ID: 19-009-0003

Parcel No. NA

County of Property: Weber

Property Address: 3625 W. 4000 N., Ogden, UT 84404

Owner's Address: 5238 W. 2150 N., Ogden, UT 84404

Owner/Grantor(s): Westside Investments, L.C.

Grantee: Weber County

## Exhibit A (Attach conveyance documents)

D8  
*W. W.*

Grantor's Initials

When Recorded Mail to:  
Weber County Engineer's Office  
2380 Washington Blvd.  
Ogden, Utah, 84401

**PERPETUAL EASEMENT**

Tax ID No(s). 19-009-0003  
Project Name. 4000 NORTH STREET BOX CULVERT

**WESTSIDE INVESTMENTS, L.C., a Utah Limited Liability Company** GRANTOR(S), of Weber County, State of Utah, hereby Grant(s) and Convey(s) to **WEBER COUNTY**, a body corporate and politic of the State of Utah, GRANTEE, for good and valuable consideration, the receipt of which is hereby acknowledged, a perpetual easement under, over and across the following described property for purposes of construction, access, operation, maintenance, inspection, cleaning, repair and alteration of drainage facilities and flood control structures and appurtenances thereof, for a Weber County Engineering project to wit:

see *EXHIBIT A*

Witness the hand of said Grantor(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(WESTSIDE INVESTMENTS, L.C.), Grantor

STATE OF UTAH                    )  
  :SS  
COUNTY OF WEBER            )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_\_, before me, \_\_\_\_\_, a notary public personally appeared \_\_\_\_\_, signer of the foregoing instrument, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, did say that (he/she) is a Member of **WESTSIDE INVESTMENTS, L.C.**, a Utah limited liability company, and that this instrument was signed by (him/her) in behalf of said limited liability company and by its authority, and duly acknowledged to me that said company executed the same:

Witness my hand and official seal.

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Notary Public  
My Commission Expires:

SEAL

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

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Attest:  
Ricky Hatch  
Weber County Clerk Auditor

## EXHIBIT A

A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 89°52'21" EAST A DISTANCE OF 2615.01 FEET, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FROM THE AS MONUMENTED NORTH QUARTER CORNER TO THE AS MONUMENTED NORTHEAST CORNER OF SAID SECTION 21. SAID CORNERS EACH BEING MONUMENTED WITH A 2020 WEBER COUNTY BRASS CAP:

BEGINNING AT A POINT SOUTH 83°12'54" WEST A DISTANCE OF 998.21 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 21, SAID POINT ALSO BEING ON THE SOUTH SIDE OF 4000 NORTH STREET; RUNNING THENCE NORTH 40°37'57" WEST A DISTANCE OF 56.00 FEET; THENCE NORTH 49°22'03" EAST A DISTANCE OF 10.00 FEET, MORE OR LESS, TO THE GRANTOR'S NORTH PROPERTY LINE; THENCE NORTH 89°52'21" EAST A DISTANCE OF 86.22 FEET, ALONG THE GRANTOR'S NORTH PROPERTY LINE; THENCE SOUTH 49°22'03" WEST A DISTANCE OF 75.56 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PERPETUAL EASEMENT CONTAINS 2395.65 SQUARE FEET OR 0.055 ACRE, MORE OR LESS.