



Tooele County Council Agenda Item Summary

Contract

Department Making Request:
Community Development

Meeting Date:
January 4, 2022

*WK 1.04
CC 1-18 Ind Road*

Item Title:
Right of way acquisition contracts

Summary:
Tooele County has been in negotiations with three property owners for right of way acquisition. Two of the three contracts have been accepted and signed by the property owners. Westbrook property is \$30,400 plus rollback taxes and closing costs for the acquisition of 101,681 sq ft of property for the construction of South Mountain Road. Grgich property is \$196,752 plus rollback taxed and closing for the acquisition of 37,943 sq ft of property, outbuildings and relocation of an existing well for the construction of Toms Lane.

FILE CONTENTS CHECK LIST
Stack Documents in Exact Order Listed Below

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 1
Pin No: 880061 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project
County of Property: Tooele TAX ID Number: 06-008-0-0005 & 06-008-0-0006
Property Address: Approx. Portion of Section 7, Township 4 South, Range 4 West Tooele County, Utah 84074
Owners Address: Tooele County Owners Phone Number: 435-882-2852 Owner/Grantor: Westbrook LLC Grantee: Tooele County


September 9, 2021

AB Owner Phone (entered on ownership tab) Number:435-882-2852

Initial ACQUISITION FILE CONTENTS

- _____ Condemnation Request (IF THERE IS NO CONTRACT)*
- AB Right Of Way Contract - Verified ePM status screen reflects conveyance documents used on this acquisition.
- _____ Administrative Settlement Statement
- _____ Incentive Letter
- _____ ROO Action Plan for Settlement
- _____ Right of Occupancy Agreement (ROO) (If there is no contract agreement) OR (Copy of ROO if previously signed)
- AB Right of Way Settlement Invoice
- AB Agent's Log/ Record of Negotiations
- AB Acquisition Presentation Checklist
- _____ 4 or/and 3 Options Letter
- AB Offer Letter, Owner Initial Contact Letter (& All email correspondence(s), and/or letters)
- _____ Copy of Trust - if "T", "ST", or "S" parcel
- AB Ownership Record
- _____ Signed and Notarized Deeds /Affidavit if applicable - Verified deed type on contract and deeds are the same.
- AB Deeds To be Signed At Closing - Verified deed type on contract and deeds are the same.
- _____ Waiver of Right of First Consideration - if "T" or "ST" parcel
- _____ Corridor Preservation Voluntary Relo Acq. Acknowledgement (Voluntary Sale)
- AB Acquisition Summary
- AB Offer to Purchase
- AB Statement of Just Compensation
- _____ Property Management Information Sheet - if "T" or "ST" parcel
- _____ Authority to release Mortgage/Mortgage Letter
- AB Maps
- _____ Appraisal Waiver - if appraisal is over \$10,000 and under \$25,000
- _____ Review Appraisal
- AB Appraisal (If there is a Compensation Estimate it will take the place of the appraisal and review)
- AB Title Report
- _____ Inspection Report (Should be part of the appraisal report)
- _____ **Closing Documents: Upon closing, the following documents (if applicable) are added to the file:**
- _____ HUD - Closing Report, Settlement Statement / Distribution Invoice

Note: The Agents must **Initial All Items** that are included when the folder is submitted to the Agency. This will be verified by the Project Coordinator and or the staff Closing Agent.

Acq Agent: Ashley Barreras (Consultant/Realtor) 435-849- Appraiser:
Relo Agent: Closer:
Reviewer:  Lead:



Tooele County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 1

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IN CONSIDERATION of the mutual promises herein and subject to approval of the Tooele County Manager, Property Owner Westbrook LLC, agrees to sell to Tooele 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 number(s) 1, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The County shall pay and Owner accepts \$30,400 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): **Cost to cure items include the following: 2,563 LF of perimeter fencing along the new right of way, 2 gates and posts. In the amount of \$15,277 which is included in the total sales 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.


Grantor's Initials



Tooele County REAL ESTATE PURCHASE CONTRACT

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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):

Severance damages are being paid in the amount of \$6,921 for a reduction in utility shape and is included in the total sales price.

In accordance with section 7.3.5 of the Farmland Assessment Act Standards of Practice your current greenbelt status will not be impacted by this project. "Contiguous Property For FAA purposes, property is considered contiguous even though it may be severed by a public highway, unimproved road, fence, canal, waterway, property line or county line as long as both parcels have identical legal ownership."

The project agrees to have 1 culvert placed at each of the two new property entrances to help facilitate the owners transporting farm equipment in and out of the new accesses after construction is complete.

Grantor's Initials



Tooele County REAL ESTATE PURCHASE CONTRACT

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SIGNATURE PAGE TO TOOELE COUNTY REAL ESTATE PURCHASE CONTRACT

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent / Brokerage, Ashley Barreras / Wise Choice Real Estate, represents purchaser.

Authorized Signature(s):

Colleen Westbrook manager 1-17-21
 100% Westbrook LLC OWNER Date

Colleen Westbrook

TOOELE COUNTY

James A. Welch 1/3/22
 James A. Welch Date
 Tooele County Manager

APPROVED AS TO FORM:

Colin Winchester 01/03/2022
 Colin R. Winchester
 Deputy Tooele County Attorney

CW
 Grantor's Initials



Tooele County
REAL ESTATE PURCHASE CONTRACT

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Exhibit A
(Attach conveyance documents)


Grantor's Initials

WHEN RECORDED MAIL TO:
TOOELE COUNTY
47 S MAIN STREET
TOOELE, UT 84074

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY _____

MAIL TAX NOTICE TO: TOOELE COUNTY

WARRANTY DEED

WESTBROOK, LLC

OF TOOELE, COUNTY OF TOOELE, STATE OF UT
HEREBY CONVEY AND WARRANT TO

GRANTOR(S)

TOOELE COUNTY

OF TOOELE, COUNTY OF TOOELE, STATE OF UT
FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,
THE FOLLOWING DESCRIBED TRACT OF LAND IN TOOELE COUNTY, STATE OF UT:

GRANTEE(S)

(06-008-0-0006(PART OF))

A PARCEL OF LAND, SITUATE IN NORTH HALF OF SECTION 7 AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 4 WEST AND IN THE SOUTH HALF OF SECTION 1 AND EAST HALF OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL IS ALSO LOCATED IN TOOELE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN PROPERTY LINE FOR THE TOOELE ARMY DEPOT, SAID POINT BEING EAST 617.55 FROM THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE EAST 326.17 FEET ALONG SAID SOUTHERN LINE; THENCE EASTERLY 294.64 FEET ALONG THE ARC OF A 3,170.00 FEET RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 17°04'32" WEST AND THE LONG CHORD BEARS SOUTH 70°15'42" EAST 294.54 FEET THROUGH A CENTRAL ANGLE OF 05°19'32"); THENCE SOUTH 67°35'57" EAST 834.34 FEET TO THE WESTERLY LINE OF THE RAILROAD; THENCE SOUTHERLY 80.00 FEET ALONG THE ARC OF A 5,679.65 FEET RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 68°01'29" WEST AND THE LONG CHORD BEARS SOUTH 22°22'44" WEST 80.00 FEET THROUGH A CENTRAL ANGLE OF 00°48'25") ALONG SAID WESTERLY LINE; THENCE NORTH 67°35'57" WEST 834.37 FEET; THENCE WESTERLY 599.53 FEET ALONG THE ARC OF A 3,090.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 22°24'03" WEST AND THE LONG CHORD BEARS NORTH 73°09'27" WEST 598.59 FEET THROUGH A CENTRAL ANGLE OF 11°07'00"), TO THE POINT OF BEGINNING.

SITUATE IN TOOELE COUNTY, STATE OF UTAH.
SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS AND RIGHTS OF WAY OF RECORD, AND TAXES FOR THE YEAR 2021 AND THEREAFTER.

WITNESS, THE HANDS OF SAID GRANTORS, THIS _____ day of November, 2021.

WESTBROOK, LLC

KIMBERLY DIANE STEWART, Manager

COLLEEN A. WESTBROOK, Manager

ACKNOWLEDGMENT

STATE OF UTAH)
(ss.
COUNTY OF TOOELE)

On November ____, 2021, personally appeared before me **KIMBERLY DIANE STEWART AND COLLEEN A. WESTBROOK**, whose identities are personally known to me, or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that they are acting in the capacity referenced above for **WESTBROOK, LLC**, and that said document was signed by them in behalf of said Limited Liability Company by the authority of its Articles of Organization, Operating Agreement, or by consent of the Company Members, and said individuals acknowledged to me that said Limited Liability Company executed the same.

NOTARY PUBLIC

My Commission Expires:
Residing at:

Re: Green belt

From: "Rachelle Custer" <rachelle.custer@tooeleco.org>
To: "Ashley Barreras" <ashley_homes@mail.com>
Date: Nov 12, 2021 1:21:20 PM

Looks good.
Approved to add to contract.

Thank You
Rachelle Custer

Rachelle Custer
Community Development Director

From: Ashley Barreras <ashley_homes@mail.com>
Sent: Friday, November 12, 2021 1:19:02 PM
To: Rachelle Custer <rachelle.custer@tooeleco.org>
Subject: Re: Fwd: Green belt

How about the following language for the additional terms on the contract:

" In accordance with section 7.3.5 of the Farmland Assessment Act Standards of Practice your current greenbelt status will not be impacted by this project. "Contiguous Property For FAA purposes, property is considered contiguous even though it may be severed by a public highway, unimproved road, fence, canal, waterway, property line or county line as long as both parcels have identical legal ownership. "

"The project agrees to have 1 culvert placed at each of the two new property entrances to help facilitate the owners transporting farm equipment in and out of the new accesses after construction is complete."

If you agree please just respond "Approved to add to the contract" so that I may keep a copy of the approval in my file. I will then add these terms to all three owners contracts and try to get Westbrook signed.

Ashley Barreras, Realtor, RWA
Wise Choice Real Estate
AJG Acquisition Services
435-849-7060
Ashley_homes@mail.com

Sent: Friday, November 12, 2021 at 10:57 AM
From: "Rachelle Custer" <rachelle.custer@tooeleco.org>
To: "ashley_homes@mail.com" <ashley_homes@mail.com>
Subject: Fwd: Green belt

I would recommend on the green belt portion of the agreements that we reference this state code some how.

Rachelle Custer
Community Development Director

From: Jake Parkinson <jake.parkinson@tooeleco.org>
Sent: Friday, November 12, 2021 10:55:26 AM
To: Rachelle Custer <rachelle.custer@tooeleco.org>
Subject: RE: Green belt

<https://propertytax.utah.gov/standards/standard07.pdf>

Here is the link to the standards of practice for greenbelt.

Below is the language needed.

7.3.5 Contiguous Property For FAA purposes, property is considered contiguous even though it may be severed by a public highway, unimproved road, fence, canal, waterway, property line or county line as long as both parcels have identical legal ownership.

From: Rachelle Custer <rachelle.custer@tooeleco.org>
Sent: Friday, November 12, 2021 8:03 AM
To: Jake Parkinson <jake.parkinson@tooeleco.org>
Subject: Green belt

Jake,

Good morning. What is the green belt code we can cite in the property acquisition agreements?

Thank You

Rachelle Custer

Community Development Director

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SETTLEMENT INVOICE
Fee Simple - Total Acquisition

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 1 Pin No: 880061
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Contact Address: Approx. Portion of Section 7, Township 4 South, Range 4 West Tooele County, Utah 84074

		Total Acquisition Amount:	\$30,400.00
Participating Amount:	\$30,400.00	Less	
Non Participating Amount:	\$0.00	Net Amount to be released at Closing:	\$30,400.00

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

Special Conditions: James A Welch will need to sign the contract and the settlement invoice. Then Tooele County will need to arrange a closing for the property owners at Inwest Title. The county will send the balance owed to the title company and the funds will be dispersed to the owner through the title company.

FOR Tooele County

Rachelle Custer, Community Development Director

Date

James A. Welch, Tooele County Manager

11/3/22
Date

APPROVED AS TO FORM:

Colin Winchester 01/03/2022

Colin R. Winchester
Deputy Tooele County Attorney

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Date	Sender	Note
11/04/2021	Ashley Barreras	<p>(I called Colleen Westbrook 435-882-2852 and asked if I could meet with she and her daughter Kimberly Stewart to present the offer from the county.</p> <p>Colleen said yes, I can come today to meet with them at 10:30.</p> <p>I met with Colleen and Kimberly and presented the following:</p> <ul style="list-style-type: none"> * 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 * Ownership Record * Appraisal <p>Colleen has the following requests:</p> <p>There needs to be compensation for placing two farm gates the a truck and trailer can fit through on each piece of property since there will now be a road going through the property. Access to each parcel is needed from the new road.</p> <p>There needs to be something in writing added to the contract saying that the property will remain in greenbelt so that they will not have to pay roll back taxes or future taxes.</p> <p>I have researched farm gates and post and found that \$4000 would be just compensation to have the two gates and posts installed.</p>
11/11/2021	Ashley Barreras	<p>(I called Colleen and let her know the city has agreed to pay the additional \$4000 for the gates and that the project will be putting in access culverts at both new access points.</p> <p>I also let her know that we are working on approving some language for the contract addressing the greenbelt status not being impacted by the project.</p>
11/12/2021	Ashley Barreras	<p>(I Rachelle Custer approved the following language to be added to the additional terms of the contract:</p> <p>" In accordance with section 7.3.5 of the Farmland Assessment Act Standards of Practice your current greenbelt status will not be impacted by this project. "Contiguous Property For FAA purposes, property is considered contiguous even though it may be severed by a public highway, unimproved road, fence, canal, waterway, property line or county line as long as both parcels have identical legal ownership. "</p>



Sender

11/12/2021 Ashley Barreras ("The project agrees to have 1 culvert placed at each of the two new property entrances to help facilitate the owners transporting farm equipment in and out of the new accesses after construction is complete."

I called Colleen, she didn't answer. I left a voicemail letting her know that I have the new documents ready to be signed.

11/17/2021 Ashley Barreras (Colleen Westbrook 435-882-2852 and asked what day and time I could come help her and Kimberly sign the contract. She asked if I could come today. I said yes. Colleen said she is going to call Kimberly and see what time they can both meet with me then call me back.

I met with Colleen Westbrook and her daughter Kimberly Stewart.

Kimberly and Colleen signed the offer to purchase.

Colleen signed the contract.

I am preparing the file to turn in to Tooele County for review and approval. The county will then need to schedule a closing with Inwest Title to have the owners come in and sign the deed.

Ashley Barreras

ACQUISITION PRESENTATION CHECKLIST

Acquisitions

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 1 Pin No: 880061 County Job Project Number :T1891C
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Date of Initial Meeting: 11-07-2021

Contact Person's Name: Colleen Westbrook

Cell Phone: 435-882-2852 Work Phone: N/A Email: N/A

If closing is not held at a title company, where do you want the check to be mailed to:

Closing shall be held at Invest Title

Acquisition Process: Initial when all is explained to the property owner:

Offer package should include the following documents:

AB 1. Map - Explain the purpose/need of the project. Provide map(s) and explain impacts to their property.

AB 2. Water Questions: I have entered details into Agent Log. (initial box when completed).
NO Are there any water rights associated with this acquisition? (If no, skip to #3)
____ Do you own any water rights? Water right # _____
____ Are there any ditches on the property in the acquisition area?
____ What water do you use in your home? ____ Culinary? ____ Well?
____ Are there any wells on the property in the acquisition area?
____ What water feeds your livestock watering trough?
____ Do you pay any share assessments? _____
____ Do you own any shares in irrigation companies? Certificate # _____

AB 3. Hazardous Material Questions.
NO Has this property ever been used for a dry cleaner or gas station?
NO Are you aware of any underground storage tanks?
N/A If yes, explain the need and process for a Phase I & Phase II Environmental study.

AB 4. Offer Letter and Statement of Just Compensation reviewed.

AB 5. Ombudsman Brochure - Help Grantor understand purpose of the ombudsman office and their rights to use them.

AB 6. Appraisal/or Compensation Estimate - show and explain how appraiser came up with the value. Explain Review process and Just Compensation process.
AB Were you given the opportunity to accompany appraiser? (If not, notify Lead)

AB 7. Present Offer to Purchase letter. Request they sign the receipt portion that they have received all the required documents.
NO Did they sign the offer to purchase?

AB 8. Present the Contract and go over each of the terms
AB Explain incentive letter if applicable.
AB Notify them of the 30 day good faith negotiation period.

ACQUISITION PRESENTATION CHECKLIST

Acquisitions

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 103

Pin No: 880061 Job/Proj No: Project Location: LG_Tooele_Tom's Lane_County Project
County of Property: TOOELE Tax ID / Sidwell No:
Property Address: TOOELE UT, 84047
Owner's Address: Unknown,SALT LAKE CITY,UT,00000
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Property Owner 1
Grantee: Tooele County

- AB 9. Present deeds and the need for a notary.
- AB 10. Discuss closing process and potential partial releases if closed at a title company.
- AB ~~UDOT~~ pays for closing costs. Tooele county
 - AB Grantor is responsible for their own property taxes.
 - AB If green belt property, roll back taxes will be paid by ~~UDOT~~. Tooele county
- N/A 11. If there is a relocation on this property, please print & complete the applicable residential relocation interview or business occupant interview.

Amey Barnes



Tooele County

47 S Main St Tooele, UT 84074 435-843-3160 Rachelle Custer

Dear Westbrook LLC:

Tooele County has prepared an offer to purchase your property, which is located at , Approx. Portion of Section 7, Township 4 South, Range 4 West Tooele County, Utah 84074 Tooele and has assigned parcel number(s) 1 to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, Tooele County hereby makes an offer to purchase your property for \$30,400.00.

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, Tooele 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 Tooele 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 Tooele 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 Tooele 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.

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
- * Appraisal

I will be calling you to discuss the enclosed documents and to answer any questions you may have regarding this Tooele 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 Tooele County, closing documents will be prepared. Please note the signed documents must be approved by the Tooele County Manager 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 Tooele County, I look forward to working with you.

Sincerely,



Ashley Barreras (Consultant/Realtor)
435-849-7060
Acquisition Agent /
Tooele County

LC 028246

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

I Herby certify that the foregoing has been filed
and approved on the 7 day of Aug 98
in the office of this Division and hereby issue
this Certificate thereof.

Examiner leh Date 8-7-98



[Signature]
LORENA R. RIZZO
CLERK

RECEIVED

AUG -7 1998

Utah Div. of Corp. & Comm. Code

ARTICLES OF ORGANIZATION

OF

WESTBROOK, LLC

THE UNDERSIGNED, as a member of the above-named limited liability company, and acting pursuant to the Utah Limited Liability Company Act, hereby adopt the following Articles of Organization in formation of a limited liability company:

JR

ARTICLE I

COMPANY NAME

The name of this limited liability company is WESTBROOK, LIMITED LIABILITY COMPANY.

ARTICLE II

DURATION OF COMPANY

The company is to exist for a period of thirty (30) years from the date of filing of these Articles of Organization with the Division of Corporations and Commercial Code of the Utah Department of Commerce.

ARTICLE III

COMPANY PURPOSES

The business purpose and object for which this company is organized shall be to conduct any or all lawful business for which limited liability companies may be organized, including, but not limited to, the following:

- (a) To acquire, own, hold, improve, develop, lease, mortgage, operate, maintain, sell, dispose of, and otherwise deal with commercial real property and any equipment, fixtures, or other personal property that may be used in connection with the operation of commercial real property specifically pertaining to the business of livestock.

8219000033

(b) To do each and every thing necessary, suitable, or proper for the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated, or which may to any time appear conducive to or expedient for the protection or benefit of this company, and to do said acts as fully and to the same extent as natural persons might, or could do, in any part of the world as principals, agents, partners, trustees, or otherwise, either along or in conjunction with any other person, partnership (whether limited or general and whether as limited or general partners), association, joint venture, or corporation.

The foregoing paragraphs shall be construed both as objects and powers and shall not be held to limit or restrict in any manner the general powers of the company and the enjoyment and exercise thereof, as conferred by the laws of the State of Utah; and it is intended that the purposes, objects, and powers specified in each of the paragraphs of this ARTICLE III, COMPANY PURPOSES, of these Articles of Organization shall be regarded as independent purposes, objects, and powers.

ARTICLE IV

REGISTERED OFFICE AND AGENT

The business address of this company's initial registered office and the name of its original registered agent at such address is:

DERRELL H. WESTBROOK
WESTBROOK, LLC
701 West Utah
Tooele, UT 84074

The Division of Corporations and Commercial Code of the Utah Department of Commerce is hereby appointed as the agent of this company for service of process in the event of the resignation of the above agent, or revocation of said agent's authority, or if said agent cannot be found or served with the exercise of reasonable diligence.

ARTICLE V

MANAGER

The company will be managed by a manager or managers, as provided in an Operating Agreement to be executed by the members. The initial manager shall be Derrell H. Westbrook, who shall serve as manager until the first meeting of members or until its successor is elected and qualified. The business address of said manager is as follows:

701 West Utah
Tooele, UT 84074

ARTICLE VI

MEMBERS' CONTRACTS

No contracts or other transactions between the company and any other entity shall in any way be affected or invalidated by the fact that any of the members of the company are pecuniarily or otherwise interested in, or are members, trustees, partners, directors or officers of such other entity.

Any member individually, or any entity with which any member may be associated, may be a party to or may be pecuniarily or otherwise interested in, any contracts or transactions of the company, provided that the fact that such interest exists shall be disclosed to or shall have been known by the members or a majority thereof.

ARTICLE VII

OPERATING AGREEMENT

The members of the company shall have the right to enter into an Operating Agreement to regulate and manage the affairs of the company in any manner not inconsistent with law or these articles. The power to adopt, alter, amend or repeal the Operating Agreement shall be vested in the members.

DATED this 22nd day of June, 1998.

REGISTERED AGENT:


DERRELL H. WESTBROOK

MEMBER:



DERRELL H. WESTBROOK
President, Managing Member

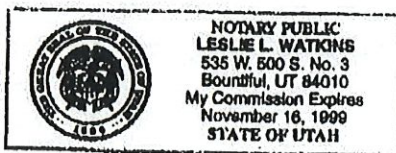

COLLEEN A. WESTBROOK

STATE OF UTAH)
):ss.
COUNTY OF DAVIS)

On this 22nd day of June, 1998, personally appeared before me, DERRELL H. WESTBROOK and COLLEEN A. WESTBROOK, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: 11-16-99


NOTARY PUBLIC
Residing at Davis County



ASSIGNMENT

TO THE WESTBROOK FAMILY TRUST

The Undersigned, DERRELL H. WESTBROOK and COLLEEN A. WESTBROOK, of Tooele City, County of Tooele, State of Utah, hereby assign, transfer, convey and deliver any and all interest in the WESTBROOK, LLC, a copy of which is attached hereto and by reference made a part hereof to DERRELL H. WESTBROOK and COLLEEN A. WESTBROOK, Trustees or Successor Trustees of THE WESTBROOK FAMILY TRUST.

Dated this 22nd day of June, 1998.

Derrell Westbrook
DERRELL H. WESTBROOK

Colleen Westbrook
COLLEEN A. WESTBROOK

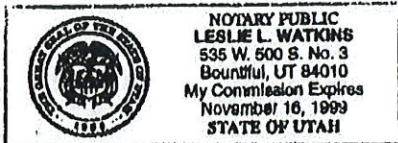
NOTARY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 22nd day of June, 1998, personally appeared before me DERRELL H. WESTBROOK and COLLEEN A. WESTBROOK, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: 11-16-99

Leslie L. Watkins
NOTARY PUBLIC
Residing at Davis County



WHEN RECORDED MAIL TO:
TOOELE COUNTY
47 S MAIN STREET
TOOELE, UT 84074

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY _____

MAIL TAX NOTICE TO: TOOELE COUNTY

WARRANTY DEED

WESTBROOK, LLC

OF TOOELE, COUNTY OF TOOELE, STATE OF UT
HEREBY CONVEY AND WARRANT TO

GRANTOR(S)

TOOELE COUNTY

OF TOOELE, COUNTY OF TOOELE, STATE OF UT
FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,
THE FOLLOWING DESCRIBED TRACT OF LAND IN TOOELE COUNTY, STATE OF UT:

GRANTEE(S)

(06-008-0-0006(PART OF))

A PARCEL OF LAND, SITUATE IN NORTH HALF OF SECTION 7 AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 4 WEST AND IN THE SOUTH HALF OF SECTION 1 AND EAST HALF OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL IS ALSO LOCATED IN TOOELE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN PROPERTY LINE FOR THE TOOELE ARMY DEPOT, SAID POINT BEING EAST 617.65 FROM THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE EAST 326.17 FEET ALONG SAID SOUTHERN LINE; THENCE EASTERLY 294.64 FEET ALONG THE ARC OF A 3,170.00 FEET RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 17°04'32" WEST AND THE LONG CHORD BEARS SOUTH 70°15'42" EAST 294.64 FEET THROUGH A CENTRAL ANGLE OF 05°19'32"); THENCE SOUTH 67°35'57" EAST 834.34 FEET TO THE WESTERLY LINE OF THE RAILROAD; THENCE SOUTHERLY 80.00 FEET ALONG THE ARC OF A 5,679.65 FEET RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 68°01'29" WEST AND THE LONG CHORD BEARS SOUTH 22°22'44" WEST 80.00 FEET THROUGH A CENTRAL ANGLE OF 00°48'25") ALONG SAID WESTERLY LINE; THENCE NORTH 67°35'57" WEST 834.37 FEET; THENCE WESTERLY 599.53 FEET ALONG THE ARC OF A 3,090.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 22°24'03" WEST AND THE LONG CHORD BEARS NORTH 73°09'27" WEST 598.59 FEET THROUGH A CENTRAL ANGLE OF 11°07'00"), TO THE POINT OF BEGINNING.

SITUATE IN TOOELE COUNTY, STATE OF UTAH.
SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS AND RIGHTS OF WAY OF RECORD, AND TAXES FOR THE YEAR 2021 AND THEREAFTER.

WITNESS, THE HANDS OF SAID GRANTORS, THIS _____ day of November, 2021.

WESTBROOK, LLC

KIMBERLY DIANE STEWART, Manager

COLLEEN A. WESTBROOK, Manager

ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF TOOELE)

On November ____, 2021, personally appeared before me **KIMBERLY DIANE STEWART AND COLLEEN A. WESTBROOK**, whose identities are personally known to me, or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that they are acting in the capacity referenced above for **WESTBROOK, LLC**, and that said document was signed by them in behalf of said Limited Liability Company by the authority of its Articles of Organization, Operating Agreement, or by consent of the Company Members, and said individuals acknowledged to me that said Limited Liability Company executed the same.

NOTARY PUBLIC

My Commission Expires:
Residing at:



Tooele County Right of Way Acquisition Summary

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 1 Pin No: 880061 County Job Project Number :T1891C

Project Location: South Mountain Road Extension Project

County of Property: Tooele TAX ID Number: 06-008-0-0005 & 06-008-0-0006

Property Address: Approx. Portion of Section 7, Township 4 South, Range 4 West Tooele County, Utah 84074

Owners Address: Tooele County Owners Phone Number: 435-882-2852 Owner/Grantor: Westbrook LLC Grantee: Tooele County

Reviewed by: Tooele County

Appraised by: Tyler A. Free, MAI
And Brent J. Clark

Details of Final Settlement

VALUE OF THE TAKING	Size Units	Price per Unit	%	Factor	Value
103 Land	101681 SQFT	\$0.08	100 x	1 =	\$8,134.00
IMPROVEMENTS					
103 Cost-to-Cure:Replacement					\$15,277.00
103 Rounding					\$68.00
103 Severence Damage					\$6,921.00
NET AMOUNT:					\$30,400.00

I, Ashley Barreras (Consultant/Realtor), hereby certify that (1) the written agreement secured (Right of Way Contract) embodies all of the considerations agreed upon between the negotiator and the property owner; (2) the agreement was reached without coercion; (3) that the acquired property is to be secured for use in connection with a federal-aid or Tooele County project; (4) I have no direct or indirect, present or contemplated future personal interest in the acquired property or in any affected remaining property held in the same ownership; and (5) I have no direct or indirect, present or contemplated future personal interest in any monetary benefits from the acquired property or from the affected remaining property held in the same ownership.


Ashley Barreras (Consultant/Realtor)

Date: 11/17/2021

OFFER TO PURCHASE RIGHT OF WAY

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 1 Pin No: 880061 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project County of Property: Tooele TAX ID Number: 06-008-0-0005 & 06-008-0-0006 Property Address: Approx. Portion of Section 7, Township 4 South, Range 4 West Tooele County, Utah 84074 Owners Address: Tooele County Owners Phone Number: 435-882-2852 Owner/Grantor: Westbrook LLC Grantee: Tooele County

Tooele County hereby makes you an offer of \$30,400.00 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.

Tooele 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 \$30,400.00. Along with this Offer attached are the Statement of Just Compensation, Executive Summary of Property Owner's Rights, and the Agency's Brochure. 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 agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, Ashley Barreras (Consultant/Realtor). I can be reached at 435-849-7060.

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
Appraisal

Date: 11-17-2021 By: *Cecilia Westbrook*
Signature of Grantor/Owner

Date: 11-17-2021 By: *Sam Stanger*
Signature of Grantor/Owner

Date: 11-17-2021 By: *Ashley Barreras*
Ashley Barreras (Consultant/Realtor) / Acquisition Agent



**Tooele County
Right of Way Division
Statement of Just Compensation**

Project No: LG_Tooele_Tom's Lane Parcel No.(s): 1
 Pin No: 880061 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project
 County of Property: Tooele TAX ID Number: 06-008-0-0005 & 06-008-0-0006
 Property Address: Approx. Portion of Section 7, Township 4 South, Range 4 West Tooele County, Utah 84074
 Owners Address: Tooele County Owners Phone Number: 435-882-2852 Owner/Grantor: Westbrook LLC Grantee: Tooele County

The following information is the basis for the amount estimated by Tooele County to be just compensation.

Parcel No.	Type of Interest Acquired	Size Units	Price Per Unit	Property % Use	County
1	Land	101681 SQFT	\$0.08	100 Residential	TOOELE
VALUE OF THE TAKING					
1	----->	101681 SQFT	\$0.08	100 x Factor 1 =	Value \$8,134.00
IMPROVEMENTS					
1	Cost-to-Cure:Replacement				\$15,277.00
OTHER COSTS 1					
1	Severence Damage				\$6,921.00
	Rounding				\$68.00
NET AMOUNT:					\$30,400.00

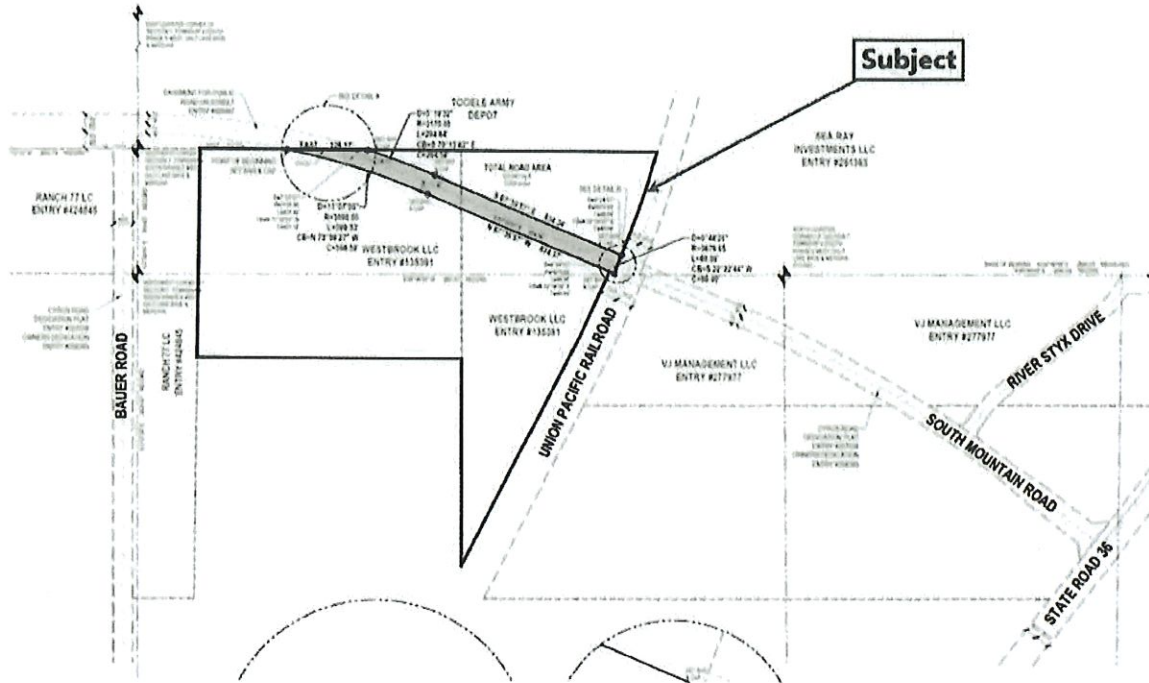
Tooele County declares that this offer is the amount that has been established by Tooele County as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: 11-04-2021

Ashley Barreras
Ashley Barreras (Consultant/Realtor) / Acquisition Agent

James A. Welch
Tooele County Manager, James A. Welch

PROJECT EXHIBITS



SCHEDULE A

Inwest Title Services, Inc.
ORDER NUMBER: 286905

COMMITMENT NUMBER: 286905

1. **Effective Date:** JULY 14, 2021 @ 6:00 PM

2. Policy or Policies to be issued:	Proposed Policy Amount	Premium Amount
(a) A.L.T.A. Owner's Policy - (6/17/06) Proposed Insured: TOOELE COUNTY	\$	0.00
(b) A.L.T.A. Loan Policy - (6/17/06) Proposed Insured:	\$	0.00

ENDORSEMENTS:	Endorsement Total:\$	0.00
	Premium Total:\$	0.00
	Extra Parcel Fee:\$	0.00
	Commitment Only:\$	0.00

OTHER SERVICES:	TOTAL: \$	0.00
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3. **The estate or interest in the land described or referred to in this Commitment is:**

FEE SIMPLE

4. **Title to the FEE SIMPLE estate or interest in said land is at the effective date hereof vested in:**

WESTBROOK, LLC

5. **The land is described as follows:**

See Attached Exhibit "A"

[Transaction Identification Data for reference only:

PROPERTY KNOWN AS: NONE ASSIGNED UT
TO: BUYER
ATTN: BUYER
CUSTOMER REFERENCE NO.:

**ESCROW/CLOSING INQUIRIES SHOULD BE DIRECTED TO DANA AVERETT, AT 435-882-5510/dana@inwesttitle.com
LOCATED AT 1244 NORTH MAIN, SUITE 200 TOOELE UT 84074.**

ISSUED BY: STEWART TITLE GUARANTY COMPANY]

ORDER NUMBER: 286905

EXHIBIT "A"

A PARCEL OF LAND, SITUATE IN NORTH HALF OF SECTION 7 AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 4 WEST AND IN THE SOUTH HALF OF SECTION 1 AND EAST HALF OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL IS ALSO LOCATED IN TOOELE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN PROPERTY LINE FOR THE TOOELE ARMY DEPOT, SAID POINT BEING EAST 617.55 FROM THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE EAST 326.17 FEET ALONG SAID SOUTHERN LINE; THENCE EASTERLY 294.64 FEET ALONG THE ARC OF A 3,170.00 FEET RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 17°04'32" WEST AND THE LONG CHORD BEARS SOUTH 70°15'42" EAST 294.54 FEET THROUGH A CENTRAL ANGLE OF 05°19'32"); THENCE SOUTH 67°35'57" EAST 834.34 FEET TO THE WESTERLY LINE OF THE RAILROAD; THENCE SOUTHERLY 80.00 FEET ALONG THE ARC OF A 5,679.65 FEET RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 68°01'29" WEST AND THE LONG CHORD BEARS SOUTH 22°22'44" WEST 80.00 FEET THROUGH A CENTRAL ANGLE OF 00°48'25") ALONG SAID WESTERLY LINE; THENCE NORTH 67°35'57" WEST 834.37 FEET; THENCE WESTERLY 599.53 FEET ALONG THE ARC OF A 3,090.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 22°24'03" WEST AND THE LONG CHORD BEARS NORTH 73°09'27" WEST 598.59 FEET THROUGH A CENTRAL ANGLE OF 11°07'00"), TO THE POINT OF BEGINNING.

SITUATE IN TOOELE COUNTY, STATE OF UTAH.

**SCHEDULE B
(Exceptions)**

Invest Title Services, Inc.

ORDER NUMBER: 286905

COMMITMENT NUMBER: 286905

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

(Section 1)

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule C, "Requirements" are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

(Section 2)

1. TAXES FOR THE YEAR 2021 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:
YEAR: 2020
STATUS: PAID
AMOUNT: \$1.77
SERIAL NO.: 06-008-0-0006(PART OF)

2. TAXES FOR THE YEAR 2021 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:
YEAR: 2020
STATUS: PAID
AMOUNT: \$0.54
SERIAL NO.: 06-008-0-0005(PART OF)

3. THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SPECIAL ASSESSMENT DISTRICT(S) SHOWN BELOW, AND IS SUBJECT TO ALL CHARGES AND/OR ASSESSMENTS LEVIED THEREBY:
DISTRICT(S): TOOELE
DISTRICT(S): MULTICOUNTY ASSESSING & COLLECTING LEVY
DISTRICT(S): COUNTY ASSESSING & COLLECTING LEVY
DISTRICT(S): TOOELE COUNTY SCHOOL DISTRICT
DISTRICT(S): TOOELE VALLEY MOSQUITO ABATEMENT DISTRICT
DISTRICT(S): NORTH TOOELE COUNTY FIRE PROTECTION SERVICE DISTRICT
DISTRICT(S): TOOELE COUNTY TRANSPORTATION SPECIAL SERVICE DISTRICT
DISTRICT(S): TOOELE COUNTY MUNICIPAL SERVICES

(Continued)

**CONTINUATION SHEET
SCHEDULE B**

Invest Title Services, Inc.

ORDER NUMBER: 286905

COMMITMENT NUMBER: 286905

4. ANNUAL APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND UNDER 1969 FARMLAND ASSESSMENT ACT.
DATED: JANUARY 18, 2000
RECORDED: FEBRUARY 2, 2000
ENTRY NO: 143399
BOOK/PAGE: 608/592
THE RIGHT OF TOOELE COUNTY TO RE-ASSESS THE TAX ASSESSMENT ON SAID PROPERTY IN ACCORDANCE WITH SECS. 59-5-86 105 UCA 1953.

5. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.

6. RIPARIAN OR WATER RIGHTS, CLAIMS, OR TITLE TO WATER WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

7. AMERICAN TELEPHONE AND TELEGRAPH COMPANY RIGHT OF WAY EASEMENT
RECORDED: JULY 15, 1942
ENTRY NO.: 215421
BOOK/PAGE: E/288
GRANTEE: AMERICAN TELEPHONE AND TELEGRAPH COMPANY
PURPOSE: THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH COMMUNICATION AND OTHER FACILITIES, FROM TIME TO TIME, UPON, OVER, UNDER AND ACROSS THE SUBJECT PROPERTY.

8. AMERICAN TELEPHONE AND TELEGRAPH COMPANY RIGHT OF WAY EASEMENT
RECORDED: JULY 15, 1942
ENTRY NO.: 215422
BOOK/PAGE: E/288
GRANTEE: AMERICAN TELEPHONE AND TELEGRAPH COMPANY
PURPOSE: THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH COMMUNICATION AND OTHER FACILITIES, FROM TIME TO TIME, UPON, OVER, UNDER AND ACROSS THE SUBJECT PROPERTY.

9. AMERICAN TELEPHONE AND TELEGRAPH COMPANY RIGHT OF WAY EASEMENT
RECORDED: JULY 15, 1942
ENTRY NO.: 215425
BOOK/PAGE: E/290
GRANTEE: AMERICAN TELEPHONE AND TELEGRAPH COMPANY
PURPOSE: THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH COMMUNICATION AND OTHER FACILITIES, FROM TIME TO TIME, UPON, OVER, UNDER AND ACROSS THE SUBJECT PROPERTY.

(Continued)

**CONTINUATION SHEET
SCHEDULE B**

Invest Title Services, Inc.

ORDER NUMBER: 286905

COMMITMENT NUMBER: 286905

10. RIGHT-OF-WAY AND EASEMENT

DATED: DECEMBER 12, 2008
RECORDED: MAY 20, 2009
ENTRY NO.: 326245
GRANTOR: WESTBROOK, LLC
GRANTEE: UNEV PIPELINE, LLC
(SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN)

11. EASEMENT AND CONDITIONS CONTAINED THEREIN:

GRANTOR: WESTBROOK, LLC
GRANTEE: PACIFICORP, AN OREGON CORPORATION, DBA ROCKY MOUNTAIN POWER
DATED: JUNE 9, 2011
RECORDED: JUNE 10, 2011
ENTRY NO: 357128
PURPOSE: TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM, UNDER, UPON AND ACROSS THE LAND, TOGETHER WITH INCIDENTAL RIGHTS THERETO.

12. MEMORANDUM OF LEASE AND EASEMENT FOR A WIND ENERGY PROJECT

DATED: AUGUST 21, 2013
RECORDED: AUGUST 28, 2013
ENTRY NO.: 388720
(SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN)

13. OWNER'S DEDICATION AND CONSENT TO RECORD

DATED: JULY 8, 2011
RECORDED: JULY 11, 2011
ENTRY NO.: 358004
(SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN)

14. ANY DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS OR PROTRUSIONS, OR OVERLAPPING OF IMPROVEMENTS WHICH WOULD BE DISCLOSED BY AN INSPECTION AND ACCURATE SURVEY OF THE PREMISES.

15. NOTE: NO EXISTING DEED OF TRUST OR MORTGAGE APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.

CLICK THE LINK BELOW FOR A COURTESY MAP OF THE SUBJECT PROPERTY.

[\(view\)](#)

SCHEDULE C
(Requirements)

Invest Title Services, Inc.

ORDER NUMBER: 286905

COMMITMENT NUMBER: 286905

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. PAYMENT OF ALL OUTSTANDING ASSESSMENTS, SPECIAL ASSESSMENTS AND CHARGES BY REASON OF THE LAND BEING INCLUDED WITHIN THE BOUNDARIES OF ANY SPECIAL TAXING DISTRICT AS PROVIDED BY STATUTE. THE PUBLIC RECORD DISCLOSES INCLUSION OF THE LAND WITHIN SPECIAL TAXING DISTRICTS THAT MAY LEVY SUCH ASSESSMENTS, SPECIAL ASSESSMENTS AND CHARGES AS SET OUT ON SCHEDULE B, HEREOF.
6. SATISFACTION OF ROLLBACK TAX AS SET OUT AS EXCEPTION NO. 4.
7. PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE THE FOLLOWING WITH RESPECT TO WESTBROOK, LLC, A UTAH LIMITED LIABILITY COMPANY:
 - A. A COPY OF IT'S OPERATING AGREEMENT AND ANY AMENDMENTS THERETO MUST BE SUBMITTED TO THE COMPANY FOR REVIEW
 - B. A CERTIFIED COPY OF IT'S ARTICLES OF ORGANIZATION (LLC-1), ANY CERTIFICATE OF CORRECTION (LLC-11), CERTIFICATE OF AMENDMENT (LLC-2), OR RESTATEMENT OF ARTICLES OF ORGANIZATION (LLC-10), MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.
8. EVIDENCE TO, AND THE APPROVAL BY THE COMPANY OF THE LEGAL CAPACITY AND AUTHORITY UNDER WHICH TOOELE COUNTY INTENDS TO EXECUTE THE CONTEMPLATED TRANSACTION. SAID EVIDENCE MUST BE DELIVERED TO THE COMPANY PRIOR TO CLOSING, FURTHER, THIS COMMITMENT MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AT THAT TIME.
9. WARRANTY DEED EXECUTED BY: WESTBROOK, LLC
IN FAVOR OF: TOOELE COUNTY
CONVEYING FEE SIMPLE TITLE.
10. NECESSARY DOCUMENTS/INSTRUMENTS AS REQUIRED TO SECURE THE DESIRED INTEREST IN THE LAND.
11. TRUST DEED SECURING YOUR NOTE EXECUTED BY: TOOELE COUNTY
12. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS, NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.

WESTBROOK, LLC
13. TOOELE COUNTY, A GOVERNMENTAL ENTITY, EXEMPT FROM EXECUTIONS, PURSUANT TO UTAH CODE ANNOTATED 63-30-22, HAS NOT BEEN CHECKED FOR JUDGMENTS.

(Continued)

SCHEDULE C (CONTINUED)

ORDER NO: 286905

COMMITMENT NO: 286905

14. ACCORDING TO THE OFFICIAL RECORDS, THERE HAVE BEEN NO DOCUMENTS CONVEYING TITLE TO THE LAND DESCRIBED HEREIN WITHIN 24 MONTHS PRIOR TO THE DATE OF THIS COMMITMENT, EXCEPT AS FOLLOWS:

NONE

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY**



NOTICE

IMPORTANT! READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, "Exceptions"; Schedule C "Requirements"; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule C, "Requirements" have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



INWEST TITLE

STEWART TITLE GUARANTY COMPANY

A handwritten signature in black ink, appearing to read 'D. J. Cooper', written over a horizontal line.

Authorized Signature

INWEST TITLE SERVICES, INC.

1244 NORTH MAIN, SUITE 200

TOOELE, UT 84074

PH: 435-882-5510

FAX: 435-882-5721

FILE CONTENTS CHECK LIST

Stack Documents in Exact Order Listed Below

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

County of Property: Tooele TAX ID Number: 05-048-0-0010, 05-049-0-0013, & 05-049-0-0024 Property Address: 432 Cochrane Lane Erda, Utah 84074

Owners Address: Tooele County Owners Phone Number: 435-830-1995 Owner/Grantor: Jerry D. Grgich and Cherri Kay Grgich; JT

Grantee: Tooele County

December 22, 2021

AB **Owner Phone (entered on ownership tab) Number:** 435-830-1995

Initial ACQUISITION FILE CONTENTS

- _____ Condemnation Request (IF THERE IS NO CONTRACT)*
- AB Right Of Way Contract - Verified ePM status screen reflects conveyance documents used on this acquisition.
- AB Administrative Settlement Statement
- _____ Incentive Letter
- _____ ROO Action Plan for Settlement
- _____ Right of Occupancy Agreement (ROO) (If there is no contract agreement) OR (Copy of ROO if previously signed)
- AB Right of Way Settlement Invoice
- AB Agent's Log/ Record of Negotiations
- AB Acquisition Presentation Checklist
- _____ 4 or/and 3 Options Letter
- AB Offer Letter, Owner Initial Contact Letter (& All email correspondence(s), and/or letters)
- _____ Copy of Trust - if "T", "ST", or "S" parcel
- AB Ownership Record
- _____ Signed and Notarized Deeds /Affidavit if applicable - Verified deed type on contract and deeds are the same.
- AB Deeds To be Signed At Closing - Verified deed type on contract and deeds are the same.
- _____ Waiver of Right of First Consideration - if "T" or "ST" parcel
- _____ Corridor Preservation Voluntary Relo Acq. Acknowledgement (Voluntary Sale)
- AB Acquisition Summary
- AB Offer to Purchase
- AB Statement of Just Compensation
- _____ Property Management Information Sheet - if "T" or "ST" parcel
- _____ Authority to release Mortgage/Mortgage Letter
- AB Maps
- _____ Appraisal Waiver - if appraisal is over \$10,000 and under \$25,000
- _____ Review Appraisal
- AB Appraisal (If there is a Compensation Estimate it will take the place of the appraisal and review)
- _____ Title Report
- _____ Inspection Report (Should be part of the appraisal report)
- _____ **Closing Documents: Upon closing, the following documents (if applicable) are added to the file:**
- _____ HUD - Closing Report, Settlement Statement / Distribution Invoice

Note: The Agents must **Initial All Items** that are included when the folder is submitted to the Agency. This will be verified by the Project Coordinator and or the staff Closing Agent.

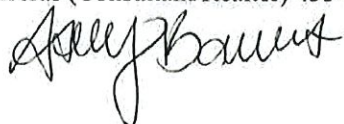
Acq Agent: Ashley Barreras (Consultant/Realtor) 435-849-7060 Appraiser:

Relo Agent:

Closer:

Reviewer:

Lead:





Tooele County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_Tooele_Tom's Lane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

County of Property: Tooele TAX ID Number: 05-048-0-0010, 05-049-0-0013, & 05-049-0-0024 Property Address: 432 Cochrane Lane Erda, Utah 84074

Owners Address: Tooele County Owners Phone Number: 435-830-1995 Owner/Grantor: Jerry D. Grgich and Cherri Kay Grgich; JT Grantee: Tooele County

IN CONSIDERATION of the mutual promises herein and subject to approval of the Tooele County Manager, Property Owner(s) Jerry D. Grgich and Cherri Kay Grgich agrees to sell to Tooele 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 number(s) 5, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The County shall pay and Owner accepts \$196,752 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): **Cost to cure items include the following: 4 8ft gates, replace 676 LF of perimeter fencing along right of ways, replace 390 LF of wire mesh perimeter & corral fencing, replace stock corral fencing, replace/drill water well, replace 20'X40' livestock barn 800 sq ft, replace 20'X22' open garage/carport 440 sq ft, replace 10'x12' concrete cellar 120 sq ft, and project coordination. In the amount of \$117,227.00, 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 Tooele County, 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



Tooele County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_Tooele_Tom's Lane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

County of Property: Tooele TAX ID Number: 05-048-0-0010, 05-049-0-0013, & 05-049-0-0024 Property Address: 432 Cochrane Lane Erda, Utah 84074

Owners Address: Tooele County Owners Phone Number: 435-830-1995 Owner/Grantor: Jerry D. Grgich and Cherri Kay Grgich; JT

Grantee: Tooele 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.

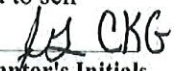
10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. CORRIDOR PRESERVATION TERMS

11.1 This is a voluntary sale to Tooele County. Tooele County is not acquiring this property by condemnation or through the use of eminent domain powers.

11.2 As this is a voluntary sale for corridor preservation purposes, in accordance with Utah Code §§ 72-5-111(2) and 72-5-404, Owner waives any right of first consideration regarding the sale by Tooele County of any surplus property not used for the proposed highway or other transportation projects. 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 11.2 shall survive Closing.

11.3 By signing this Contract, Owner acknowledges it has received notice that because the Owner has agreed to sell


Grantor's Initials



Tooele County

REAL ESTATE PURCHASE CONTRACT

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

County of Property: Tooele TAX ID Number: 05-048-0-0010, 05-049-0-0013, & 05-049-0-0024 Property Address: 432 Cochrane Lane Erda, Utah 84074

Owners Address: Tooele County Owners Phone Number: 435-830-1995 Owner/Grantor: Jerry D. Grgich and Cherri Kay Grgich; JT

Grantee: Tooele County

the property to a governmental entity on a voluntary basis (1) if this is greenbelt property, Owner is required to pay any rollback taxes in accordance with Utah Code 59-2-511(2)(b); and (2) Owner is not eligible to receive relocation assistance under Utah Code, Title 57, Chapter 12, Utah Relocation Assistance Act. Owner further acknowledges that it has received notice that if Owner does not sell the property to a governmental entity on a voluntary basis and a governmental entity later acquires the property under eminent domain or under the threat or imminence of eminent domain proceedings: (1) if this is a greenbelt property, Owner would not be required to pay the rollback tax in accordance with Utah Code 59-2-511(3); and (2) Owner may be eligible to receive relocation assistance under Utah Code, Title 57, Chapter 12, Utah Relocation Assistance Act.

11.4 Sub-paragraph 4.2 is hereby deleted in its entirety, and superseded by the following: Each party shall pay its own closing costs.

11.5 A key deposit will be retained in the amount of 1% or a negotiated amount until the keys are delivered to Tooele County. If delivered to Tooele County in an unacceptable condition, the amount to correct the condition shall be used from the deposit to cover the cost of clean up or necessary repairs.

12. ADDITIONAL TERMS (IF APPLICABLE):

An Administrative settlement in the amount of \$1,452.00 was offered in order to complete the transaction in a timely manner and keep the project on schedule.

Improvements acquired include: 203 LF of perimeter fencing, in the amount of \$2,095.00. Which is included in the total purchase price.

In accordance with section 7.3.5 of the Farmland Assessment Act Standards of Practice your current greenbelt status will not be impacted by this project. "Contiguous Property For FAA purposes, property is considered contiguous even though it may be severed by a public highway, unimproved road, fence, canal, waterway, property line or county line as long as both parcels have identical legal ownership.

The County agrees to have 1 culvert placed at each of the two new property entrances to help facilitate the owners transporting farm equipment in and out of the new accesses after construction is complete.

The County agrees to have the existing barn removed by the project and will coordinate with the owners to do so prior to actual construction beginning.

The County agrees to fill the impacted well with cement and seal it as part of this project.

The County agrees to replace a section of the existing water line in the impacted purchase area and place a sleeve over the new pipe. The owners shall continue to be able to repair or maintain the water line from either side of the new road on their own property.

The owners acknowledge that the existing water rights shall not be impacted by the project as long as the new point of access is not moved further than 150 Sq. Ft. from the existing point of access.


Grantor's Initials



Tooele County REAL ESTATE PURCHASE CONTRACT

Project No: LG_Tooele_Tom's Lane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

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Grantee: Tooele County

SIGNATURE PAGE TO TOOELE COUNTY REAL ESTATE PURCHASE CONTRACT

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent / Brokerage, Ashley Barreras / Sun Key Realty, represents purchaser.

Authorized Signature(s):

Cherri K. Grgich
100% Owner: Cherri Kay Grgich

12-22-21
Date

Jerry D. Grgich
100% Owner: Jerry D. Grgich

12/22/2021
Date

TOOELE COUNTY

James A. Welch 12/21/2021
James A. Welch Date
Tooele County Manager

APPROVED AS TO FORM:

Colin Winchester 01/03/2022
Colin R. Winchester
Deputy Tooele County Attorney

JL CKG
Grantor's Initials



Tooele County REAL ESTATE PURCHASE CONTRACT

Project No: LG_Tooele_Tom's Lane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

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Grantee: Tooele County

Exhibit A (Attach conveyance documents)


Grantor's Initials

WHEN RECORDED MAIL TO:
TOOELE COUNTY
47 S MAIN STREET
TOOELE UT 84074

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY _____

MAIL TAX NOTICE TO: TOOELE COUNTY

WARRANTY DEED

JERRY D. GRGICH AND CHERRI KAY GRGICH

GRANTOR(S)

OF TOOELE, COUNTY OF TOOELE, STATE OF UT
HEREBY CONVEY AND WARRANT TO

TOOELE COUNTY

GRANTEE(S)

OF TOOELE, COUNTY OF TOOELE, STATE OF UT
FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,
THE FOLLOWING DESCRIBED TRACT OF LAND IN TOOELE COUNTY, STATE OF UT:

(05-048-0-0010)

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE GRANTOR'S PROPERTY, WHICH IS LOCATED NORTH 0°21'01" WEST 1857.12 FEET ALONG THE SECTION LINE AND WEST 51.29 FEET FROM THE MONUMENTED EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE WEST 42.91 FEET ALONG THE SOUTH LINE OF THE GRANTOR'S PROPERTY; THENCE NORTH 00°28'20" WEST 88.91 FEET ALONG THE PROPOSED WEST LINE OF COCHRANE LANE; THENCE NORTHERLY 471.39 FEET ALONG THE ARC OF A 25,040.00 FEET RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 89°31'40" EAST AND THE LONG CHORD BEARS NORTH 00°04'02" EAST 471.38 FEET THROUGH A CENTRAL ANGLE OF 01°04'43"), ALONG SAID PROPOSED LINE TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 26.50 FEET ALONG THE ARC OF A 24,960.00 FEET RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 89°23'37" WEST AND THE LONG CHORD BEARS NORTH 00°34'33" EAST 26.50 FEET THROUGH A CENTRAL ANGLE OF 00°03'39"), ALONG SAID PROPOSED LINE; THENCE EAST 80.00 FEET TO THE PROPOSED EAST LINE OF COCHRANE LANE; THENCE SOUTHERLY 27.31 FEET ALONG THE ARC OF A 25,040.00 FEET RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 89°27'22" WEST AND THE LONG CHORD BEARS SOUTH 00°34'31" WEST 27.31 FEET THROUGH A CENTRAL ANGLE OF 00°03'45"), ALONG SAID PROPOSED LINE, TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 310.69 FEET ALONG THE ARC OF A 24,960.00 FEET RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 89°23'37" EAST AND THE LONG CHORD BEARS SOUTH 00°14'59" WEST 310.69 FEET THROUGH A CENTRAL ANGLE OF 00°42'47"), ALONG SAID PROPOSED LINE TO THE SOUTH LINE OF THE GRANTOR'S PROPERTY; THENCE WEST 35.55 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF THE GRANTOR'S PROPERTY; THENCE SOUTH 248.79 FEET ALONG SAID EAST LINE, TO THE POINT OF BEGINNING.

SITUATE IN TOOELE COUNTY, STATE OF UTAH.

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS AND RIGHTS OF WAY OF RECORD, AND TAXES FOR THE YEAR 2021 AND THEREAFTER.

WITNESS, THE HANDS OF SAID GRANTORS, THIS _____ day of November, 2021.

JERRY D. GRGICH

CHERRI KAY GRGICH

ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF TOOELE)

On November ____, 2021, personally appeared before me **JERRY D. GRGICH AND CHERRI KAY GRGICH**, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

My Commission Expires:
Residing at:



ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

County of Property: Tooele TAX ID Number: 05-048-0-0010, 05-049-0-0013, & 05-049-0-0024 Property Address: 432 Cochrane Lane Erda, Utah 84074

Owners Address: Tooele County Owners Phone Number: 435-830-1995 Owner/Grantor: Jerry D. Grgich and Cherri Kay Grgich; JT

Grantee: Tooele 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 \$195,300.00. The grantor(s) declined the offer.

As without additional compensation a negotiated settlement did not appear to be possible, it was believed to be in the best interest of Tooele County to settle this matter for the additional amount of \$1,452.00.

Reasoning for the recommended settlement is as follows:

An Administrative settlement in the amount of \$1,452.00 was offered in order to complete the transaction in a timely manner, keep the project on schedule and avoid potential future eminent domain proceedings. It is recommended the final settlement in the amount of \$196,752.00 be approved as being in the best interests of Tooele County.

Settlement is, therefore, approved as follows:

Fair Market Value	\$195,300.00
Administrative Settlement	\$1,452.00
TOTAL	<u>\$196,752.00</u>

12-21-2021
Date of Recommendation

12/21/2021
Date of Approval

12/21/2021
Date of Approval

Ashley Barreras
Ashley Barreras (Consultant/Realtor) / Acquisition Agent

Rachelle Custer
Rachelle Custer / Team Leader

James A. Welch
James A. Welch
Tooele County Manager

APPROVED AS TO FORM:

Colin Winchester 01/03/2022
Colin R. Winchester
Deputy Tooele County Attorney



SETTLEMENT INVOICE
Fee Simple - Total Acquisition

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

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Grantee: Tooele County


Contact Address: 432 Cochrane Lane Erda Utah 84074

		Total Acquisition Amount:	\$196,752.00
Participating Amount:	\$196,752.00	Less	
Non Participating Amount:	\$0.00	Net Amount to be released at Closing:	\$196,752.00

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

Special Conditions:

FOR Tooele County

Rachelle Custer/ Right of Way Team Leader


James A. Welch, Tooele County Manager

 Date
 1/31/22

 Date

APPROVED AS TO FORM:



 Colin R. Winchester
 Deputy Tooele County Attorney

All Agent's Record of Negotiations

12/22/2021

Page 1
2:1 PM

Project No: LG_Tooele_Tom's Lane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

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Grantee: Tooele County

Date	Sender	Note
11/04/2021	Ashley Barreras	(I called Jerry Grgich and asked if he and his wife Cherri have time to meet with me today so that I may present the offer from the county to them.

Jerry said they are able to meet later this afternoon and he'll call me when they are ready to have me come down.

I met with Jerry and Cherri and presented the following:

- * 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
- * Ownership Record
- * Appraisal

Jerry and Cherri have the following concerns:

The appraisal was done in February of 2021, which makes it close to a year old. They feel that a new appraisal is necessary to reflect more current land sales.

They were told the property would be staked and that has not been done yet.

Right now they own water rights on the property, since the county is purchasing just under an acre of land, will the water rights be impacted. If so, they feel the county needs to compensate them for a water right.

In the appraisal it shows the county is offering to relocate the barn, shed/carport. Jerry feels that none of those items can successfully be relocated due to the age and condition they are in. Each of those items would need to be torn down and rebuilt. Jerry also mentioned that the shed and barn are not on concrete foundations because they were built close to a hundred years ago and in order to hire a contractor to rebuild those items the contractor would have to build them to current code which would mean they would have to be on a concrete foundation, which he is not willing to pay for out of his own pocket as this acquisition is not his choice.

Jerry feels that the compensation being offered to relocate the underground cement cellar is nowhere near enough money to hire someone to dig the entire cellar up and relocate it to another place on the property unground. He also doesn't feel that the concrete cellar is able to be moved in one piece without incurring damage as it is over 60 years old.

Jerry has requested another set of sprinklers to put on the parcel of land that will be on the opposite side of the road. He said there is no way to drag the sprinklers across the new road to the other side safely.

There is an irrigation line that is going to be right under the new road. Jerry said something needs to be placed over top of that to protect the integrity of the pipe so that he can continue to water his land.

All Agent's Record of Negotiations

Sender

11/04/2021 Ashley Barreras (Jerry is concerned about the 3 trees on the corner of the lot, the road seems to go very close to them. He would like for the project to remove those trees.

Jerry is concerned about his well, which is close to the new road. He would like to have some kind of cement barrier placed in front of it to protect it from cars that may slide off the road and hit it as that is there only source of water for their home.

The other major concern that Jerry has is that the property is currently greenbelt and he needs the property to stay in greenbelt. Once the road goes through the middle of his property the two parcel's will be less than 5 acres and not considered greenbelt.

Jerry said that he may reach out to the Ombudsman's office to request a second appraisal.

Jerry also requested that the project take down and replace the fencing barn, and carport/shed. He stated that his health is not going to allow for him to be able to go out and tear down fences, put new fences up, tear down the barn and shed/carport haul it away and build new stuctures.

Jerry is going to get bids to tear down/remove and build a new barn, carport/shed and an underground cellar.

11/05/2021 Ashley Barreras (Jerry Grgich called me and said that he has been unable to find contractors to come give bids.

I googled local contractors for the structures on the property and local well companies and assisted Jerry and his wife in making arrangements to have bids done.

I met with Jerry, Cherri and one contractor today at the property and went over the plans with the contractor and explained that the property owners need a bid to either relocate the structures if possible or have them torn down and rebuilt elsewhere on the property.

Jerry is going to email me the bids once the well companies and contractors provide him with those.

11/08/2021 Ashley Barreras (I recieved the following bids:

Well \$40,270.00 from 3rd Gen Drilling

Well \$37,597.75 from Higley Oasis

Barn, carport, underground cellar replacement \$141,450.00 from Unique Excavation LLC.

11/09/2021 Ashley Barreras (I met with Rachelle Custer and Jake Clegg and got the following answers to the owners previous questions in this agent log:

The city would like bids for pole barns- I have obtained online bids for a open carport/shed in the amount of \$18,977.92 which includes does not include local permit fees.

AB

All Agent's Record of Negotiations

Sender

11/09/2021 Ashley Barreras (I obtained an online bid for a pole barn in the amount of \$34,921. The owners stated they will not accept a bid for a pole barn as that is not what is currently on the property. They will only accept an all wood barn.

The owners have arranged for fencing and gate bids. They will get those to me soon.

The underground cellar will be removed by the project.

The well by the trees is not impacted by the project and there is a large distance between the well and the new road.

I am assisting the owners in obtaining bids to tear down and remove the existing barn and carport.

Property will be staked by the end of next week.

The city is working on contract language to address greenbelt, the project does not impact the greenbelt status.

11/12/2021 Ashley Barreras (Rachelle Custer approved the following language to be added to the additional terms of the contract:

" In accordance with section 7.3.5 of the Farmland Assessment Act Standards of Practice your current greenbelt status will not be impacted by this project. "Contiguous Property For FAA purposes, property is considered contiguous even though it may be severed by a public highway, unimproved road, fence, canal, waterway, property line or county line as long as both parcels have identical legal ownership. "

"The project agrees to have 1 culvert placed at each of the two new property entrances to help facilitate the owners transporting farm equipment in and out of the new accesses after construction is complete."

11/18/2021 Ashley Barreras (Myself, Rachelle, and Jake had a meeting with Jerry and Cherri Grgich.

The Grgich's accepted the just compensation amount of \$1.60 per sq ft offered in the appraisal.

The property is now staked to show where the new right of way line will be and where the Grgich's may put their new fence.

Jake and Rachelle explained that Grgich's water rights will not be impacted by the purchase. They would like something in writing on the contract to address this.

Jake and Rachelle explained that Grgich's they need to obtain at least 3 bids for the barn relocation/rebuild, well, carport, fencing, sprinklers, cellar, tree removal.

Jake and Rachelle explained that Grgich's the trunk line that will be under the new road will be replaced and sleeved by the project.



Sender

11/18/2021 Ashley Barreras († Jake and Rachelle explained that the current greenbelt status will not be impacted by the project " In accordance with section 7.3.5 of the Farmland Assessment Act Standards of Practice your current greenbelt status will not be impacted by this project. "Contiguous Property For FAA purposes, property is considered contiguous even though it may be severed by a public highway, unimproved road, fence, canal, waterway, property line or county line as long as both parcels have identical legal ownership. " This will be added to the contract additional terms.

Jake and Rachelle explained that: "The project agrees to have 1 culvert placed at each of the two new property entrances to help facilitate the owners transporting farm equipment in and out of the new accesses after construction is complete." This will be added to the contract additional terms.

11/22/2021 Ashley Barreras († The Grgich's have provided the following bids:

Valgardson & Sons Inc which is a structure moving company sent the following email concerning moving the barn:

"Looking at the pictures you sent me. The 100 year old barn doesn't look like a safe move. It will need to have some new wood supports to make it movable and nailing to 100 year old wood may have dry rot. Need to see the barn in person to see what is needed. This new wood supports without looking may be in the \$25,000.00 range. Moving a wood barn approx. 20' x 40' is around \$20,000.00. Any questions please call me.
David Valgardson 801-380-3611 cell P.E. Valgardson & Sons Inc. .
valgardsonandsons@msn.com 801-373-3583."

Unique Excavation stated that the barn cannot be relocated due to the age and condition of the barn

Unique Excavation quotes:
Building permits \$13,000
New wood bar \$73,000
New carport \$30,650
New concrete cellar \$13,800

Roper Building quote:
Pole Barn \$34,072

NorthStar Buildings quote:
Pole barn \$36,456

Beehive buildings quote:
Pole barn \$38,541

AB

Sender

11/22/2021 Ashley Barreras (Armour Metals quote:

Pole barn \$34,821

Valley View Fencing quote:

Fencing \$22,058

Higley Oasis quote:

Well \$37,597

3rd Gen Drilling quote:

Well \$40,270

Frankflintstone Engineering quote:

Barn demolition \$10,400

Wanner Lawn Care Services quote:

Barn demolition \$9,500

Dreams Carports quote:

New carport \$6,675

Triple K irrigation quote:

Sprinklers \$211 a unit, 8 units needed. Total for new hand line sprinklers \$1,688

Amanel Tooele Tree Service quote:

Tree removal \$8,200

Pointe 2 Point Lawn care LLC quote:

Tree removal \$6,800

Jason Tree Service quote:

\$Tree removal \$4500

Frankflintstone Engineering quote:

Tree removal \$4,500

11/29/2021 Ashley Barreras (I received a bid for a pole barn from Cleary Buildings in the amount of \$42,841.

12/03/2021 Ashley Barreras (Jerry called me and asked for an update from the meeting I had with the County on 12/02/2021.

I explained to Jerry that the County cannot legally pay for a second set of sprinklers for him as they are personal property not impacted by the project and per federal regulations the County cannot pay for personal property.



All Agent's Record of Negotiations

Sender

12/03/2021 Ashley Barreras (I Jerry understood and accepted that the County will not be purchasing a second set of sprinklers. I explained that he is welcome to purchase his own set of sprinklers out of the money the county is paying him.

I also explained that the trees will not be removed by the project as they are more than 30 ft away from the impacted area.

Jerry understood and stated that he and his wife are considering having the trees removed themselves.

I let Jerry know that the appraiser is reviewing the bids Jerry provided and I will have a revised offer to present to him in the next 2 weeks or so.

12/15/2021 Ashley Barreras (I Rachelle emailed me the revised appraisal in the amount of \$195,300.

I am preparing the new offer documents to present to Jerry and Cherri Grgich.

12/21/2021 Ashley Barreras (I Tooele County approved the Administrative Settlement in the amount of \$1,452.

Tooele county signed the real estate purchase contract and approved the following additional terms on the contract:

An Administrative settlement in the amount of \$857.00, which is included in the total purchase price. Was agreed to by the sellers and Tooele County in order to complete the transaction in a timely manner and keep the project on schedule.

Improvements acquired include: 203 LF of perimeter fencing, in the amount of \$2,095.00. Which is included in the total purchase price.

In accordance with section 7.3.5 of the Farmland Assessment Act Standards of Practice your current greenbelt status will not be impacted by this project. "Contiguous Property For FAA purposes, property is considered contiguous even though it may be severed by a public highway, unimproved road, fence, canal, waterway, property line or county line as long as both parcels have identical legal ownership.

The County agrees to have 1 culvert placed at each of the two new property entrances to help facilitate the owners transporting farm equipment in and out of the new accesses after construction is complete.

The County agrees to have the existing barn removed by the project and will coordinate with the owners to do so prior to actual construction beginning.

The County agrees to fill the impacted well with cement and seal it as part of this project

The County agrees to replace a section of the existing water line in the impacted purchase area and place a sleeve over the replaced section of the water line. The owners shall continue to have access to repair or maintain the water line from either side of the new road on their own property.

The owners acknowledge that the existing water rights shall not be impacted by the project as long as the new point of access is not moved further than 150 Sq. Ft. from the existing point of access.

AB

All Agent's Record of Negotiations

Sender

12/22/2021 Ashley Barreras (I met with Jerry and Cherri Grgich and presented the following:

- * 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
- * Ownership Record
- * Revised Appraisal

Jerry and Cherri accepted the offer from the county and signed the following:

Real estate purchase contract
Offer to purchase

Revised offer amount: \$196,752, which includes just compensation in the amount of \$195,300 and an administrative settlement in the amount of \$1,452

I am preparing to turn the file in to the County today.

AB

ACQUISITION PRESENTATION CHECKLIST

Acquisitions

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

County of Property: Tooele TAX ID Number: 05-048-0-0010, 05-049-0-0013, & 05-049-0-0024 Property Address: 432 Cochrane Lane Erda, Utah 84074

Owners Address: Tooele County Owners Phone Number: 435-830-1995 Owner/Grantor: Jerry D. Grgich and Cherri Kay Grgich; JT

Grantee: Tooele County

Date of Initial Meeting: 11/04/2021

Contact Person's Name: Jerry and Cherri Grgich

Cell Phone: 435-830-1995 Work Phone: 435-830-4978 Email: grgichjc@yahoo.com

If closing is not held at a title company, where do you want the check to be mailed to:
Closing shall be held at Inwest Title in Tooele

Acquisition Process: Initial when all is explained to the property owner:

Offer package should include the following documents:

AB 1. Map - Explain the purpose/need of the project. Provide map(s) and explain impacts to their property.

AB 2. Water Questions: I have entered details into Agent Log. (initial box when completed).
NO Are there any water rights associated with this acquisition? (If no, skip to #3)
 Do you own any water rights? Water right #
 Are there any ditches on the property in the acquisition area?
 What water do you use in your home? Culinary? Well?
 Are there any wells on the property in the acquisition area?
 What water feeds your livestock watering trough?
 Do you pay any share assessments?
 Do you own any shares in irrigation companies? Certificate #

AB 3. Hazardous Material Questions.
NO Has this property ever been used for a dry cleaner or gas station?
NO Are you aware of any underground storage tanks?
N/A If yes, explain the need and process for a Phase I & Phase II Environmental study.

AB 4. Offer Letter and Statement of Just Compensation reviewed.

AB 5. Ombudsman Brochure - Help Grantor understand purpose of the ombudsman office and their rights to use them.

AB 6. Appraisal/or Compensation Estimate - show and explain how appraiser came up with the value. Explain Review process and Just Compensation process.
YES Were you given the opportunity to accompany appraiser? (If not, notify Lead)

AB 7. Present Offer to Purchase letter. Request they sign the receipt portion that they have received all the required documents.
YES Did they sign the offer to purchase?

AB 8. Present the Contract and go over each of the terms
N/A Explain incentive letter if applicable.
YES Notify them of the 30 day good faith negotiation period.

ACQUISITION PRESENTATION CHECKLIST

Acquisitions

Project No: LG_Toele_Tom'sLane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

County of Property: Tooele TAX ID Number: 05-048-0-0010, 05-049-0-0013, & 05-049-0-0024 Property Address: 432 Cochrane Lane Erda, Utah 84074

Owners Address: Tooele County Owners Phone Number: 435-830-1995 Owner/Grantor: Jerry D. Grgich and Cherri Kay Grgich; JT

Grantee: Tooele County

AB 9. Present deeds and the need for a notary.

AB 10. Discuss closing process and potential partial releases if closed at a title company.

N/A UDOT pays for closing costs.

AB Grantor is responsible for their own property taxes.

N/A If green belt property, roll back taxes will be paid by UDOT.

N/A 11. If there is a relocation on this property, please print & complete the applicable residential relocation interview or business occupant interview.

AB



Tooele County

December 17, 2021

Jerry D. Grgich and Cherri Kay Grgich
432 Cochrane Lane
Erda, UT 84074

Dear Jerry and Cherri,

Tooele County has prepared an offer to purchase your property, which is located at 432 Cochrane Lane Erda, UT 84074 and has assigned parcel number(s) 5 to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, Tooele County hereby makes an offer to purchase your property for \$195,300.00.

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, Tooele 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 Tooele 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 Tooele 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 Tooele 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.



Tooele 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
- * Appraisal

I will be calling you to discuss the enclosed documents and to answer any questions you may have regarding this Tooele 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 Tooele County, closing documents will be prepared. Please note the signed documents must be approved by the Tooele County Manager, James A. Welch 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 Tooele County, I look forward to working with you.

Sincerely,

Ashley Barreras (Consultant/Realtor)
435-849-7060
Acquisition Agent /
Tooele County



Tooele County Right of Way Acquisition Summary

Project No: LG_Tooele_Tom'sLane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

County of Property: Tooele TAX ID Number: 05-048-0-0010, 05-049-0-0013, & 05-049-0-0024 Property Address: 432 Cochrane Lane Erda, Utah 84074

Owners Address: Tooele County Owners Phone Number: 435-830-1995 Owner/Grantor: Jerry D. Grgich and Cherri Kay Grgich; JT

Grantee: Tooele County

Appraised by: B.J. Clark

Reviewed by: Tooele County

Details of Final Settlement

VALUE OF THE TAKING		Size Units	Price per Unit	%	Factor	Value
5	Land	37943 SQFT	\$2	100 x	1 =	\$75,886.00
IMPROVEMENTS						
5	Cost-to-Cure:Replacement					\$117,227.00
5	Rounding					\$92.00
5	Improvements					\$2,095.00
5	Administrative Settlement					\$1,452.00
NET AMOUNT:						\$196,752.00

I, Ashley Barreras (Consultant/Realtor), hereby certify that (1) the written agreement secured (Right of Way Contract) embodies all of the considerations agreed upon between the negotiator and the property owner; (2) the agreement was reached without coercion; (3) that the acquired property is to be secured for use in connection with a federal-aid or Tooele County project; (4) I have no direct or indirect, present or contemplated future personal interest in the acquired property or in any affected remaining property held in the same ownership; and (5) I have no direct or indirect, present or contemplated future personal interest in any monetary benefits from the acquired property or from the affected remaining property held in the same ownership.


Ashley Barreras (Consultant/Realtor)

Date: 12/22/2021

OFFER TO PURCHASE RIGHT OF WAY

Pin: 880060 **Project No:** Tooele_South Mountain Road
Owner Name: Jerry D. Grgich and Cherri Kay Grgich
Property Address: 432 Cochrane Lane Erda Utah 84074
Parcel No: 5
Tax Id: 05-048-0-0010, 05-049-0-0013, 05-049-0-0024
Project Location: 432 Cochrane Lane Erda Utah 84074

Tooele County hereby makes you an offer of \$195,300.00 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.

Tooele 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 \$195,300.00. Along with this Offer attached are the Statement of Just Compensation, Executive Summary of Property Owner's Rights, and the Agency's Brochure. 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 agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, Ashley Barreras (Consultant/Realtor). I can be reached at 435-849-7060.

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
Appraisal

Date: 12/22/2021 By: Jerry D Grgich
Signature of Grantor/Owner

Date: 12-22-21 By: Cherri K Grgich
Signature of Grantor/Owner

Date: _____ By: _____
Ashley Barreras (Consultant/Realtor) / Acquisition Agent



**Tooele County
Right of Way Division
Statement of Just Compensation**

Project No: LG_Tooele_Tom's Lane Parcel No.(s): 5 Pin No: 880060 County Job Project Number :T1891C Project Location: South Mountain Road Extension Project

County of Property: Tooele TAX ID Number: 05-048-0-0010, 05-049-0-0013, & 05-049-0-0024 Property Address: 432 Cochrane Lane Erda, Utah 84074

Owners Address: Tooele County Owners Phone Number: 435-830-1995 Owner/Grantor: Jerry D. Grgich and Cherri Kay Grgich: JT

Grantee: Tooele County

The following information is the basis for the amount estimated by Tooele County to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	Property % Use	County
5	Land	37943	SQFT	\$2	100 Residential	TOOELE
VALUE OF THE TAKING						
5	----->	37943	SQFT	\$2	100 x Factor = 1	Value \$75,886.00
IMPROVEMENTS						
5	Cost-to-Cure:Replacement					\$117,227.00
OTHER COSTS						
5	Improvements					\$2,095.00
5	Rounding					\$92.00
NET AMOUNT:						\$195,300.00

Tooele County declares that this offer is the amount that has been established by Tooele 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 taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: 12-21-2021

Ashley Barreras
Ashley Barreras (Consultant/Realtor) / Acquisition Agent

James A. Welch
Tooele County Manager, James A. Welch

APPROVED AS TO FORM:

Colin R. Winchester 01/03/2022
Colin R. Winchester
Deputy Tooele County Attorney