

Weber County Right of Way Contract

Fee Simple Acquisition - Strip

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 187:C
Pin No: 880021 Job/Proj No: Project Location: WACOG_2550 South_2700 W to 4700 W
County of Property: WEBER Tax ID / Sidwell No: 15-076-0186
Property Address: 3456 West 2550 South OGDEN UT, 84401
Owner's Address: 2448 South 3500 West, OGDEN, UT, 84401
Primary Phone: 801-731-0541 Owner's Home Phone: (801)731-0541 Owner's Work Phone:
Owner / Grantor (s): Blaine H. Atkinson and Elaine B. Atkinson as Trustee(s) of the Blaine H. and Elaine B. Atkinson Family Trust, Dated Sept. 16th, 1994
Grantee: Weber County/The County

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed a parcel(s) of land known as parcel number(s) 187:C for transportation purposes. This contract is to be returned to: Jason M. Allen (Consultant/Realtor), Right of Way Agent c/o Weber County, 2380 Washington Blvd Suite 240, Ogden, UT 84401.

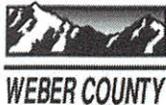
1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the County takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The County shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: 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, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants the County, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

10. Any improvements on the property that are disturbed during construction will be replaced or repaired by the contractor at no cost to the Grantor.
11. During construction, the contractor will install approximately 20 feet of 12-inch PVC pipe and a concrete catch basin on Grantor's property approximately 16 feet from the western property line. This new PVC pipe will connect to the new 42-inch drainage pipe in the right-of-way along the frontage of the property. Grantor will allow the contractor to enter the property to construct this pipeline and catch basin. Contractor will notify the Grantor at least one week prior to beginning construction on Grantor's property.
12. During construction, Grantor will allow the contractor to dump excess clean soil material (no asphalt or concrete) on the property, at locations requested by the Grantor. As such, Grantor hereby grants permission to the contractor to enter the property for staging and dumping purposes.

13. Contractor will install an agriculture fence along the front of property.

Total Selling Price \$2,200.00



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Grantor's Initials

Grantor understands this agreement is an option until approved by the County Commission.

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

MA
MA
JA

Percent

100%

Blaine H. Atkinson TRUSTEE
Blaine H. and Elaine B. Atkinson Family Trust

Elaine B. Atkinson Trustee

Date FEB 14, 20

Right of Way Agents

Jason M. Allen 2/14/2020
Jason M. Allen (Consultant/Realtor) / Acquisition Agent
Gary Myers 3/5/2020
Gary Myers / Weber County Engineer

Approved by County Commission