



Weber County Right of Way Contract

Fee Simple Acquisition - Strip

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 196: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: 15-076-0021
 Property Address: 3220 West 2550 South OGDEN UT, 84401
 Owner's Address: 3112 W 2550 S, OGDEN, UT, 84401
 Primary Phone: 801-971-2697 Owner's Home Phone: (801)971-2697 Owner's Work Phone:
 Owner / Grantor (s): Larry D. Dallinga and Sharon H. Dallinga as joint trustees of the Joint Trust Agreement of Larry D. Dallinga and Sharon H. Dallinga Family Trust, dated May 23, 2005
 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) 196: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 repaired or replaced at no cost to the Grantor.
11. During construction, the contractor will install an agriculture fence along the front property line of the pasture areas at no cost to the Grantor. This fence will extend to the west property line of the home located at 3112 West 2550 South.
12. Any gates on the property will be replaced or relocated to the new property line at no expense to the Grantor.
13. Any Greenbelt rollback taxes or filing fees incurred for the 2,677 square feet acquired on this parcel, if any, will be paid by the County.
14. Contractor will install a 4 foot by 4 foot sump box in the new storm drain pipe within the right of way so that Grantor can access their water right from the piped ditch.
15. During construction, the contractor will maintain an access onto the property for farm equipment.

Total Selling Price \$15,200.00

Larry Dallinga



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Grantor's Initials

L.D.D.
S.H.D.

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.

L.D.D.
S.H.D.

Percent	Signature	Date
100%	<u>Sharon H. Dallinga</u> Larry and Sharon Dallinga	<u>2-17-2020</u>

Right of Way Agents

[Signature] 2/17/2020
Jason M. Allen (Consultant/Realtor) / Acquisition Agent

[Signature] 3/5/2020
Gary Myers / Weber County Engineer

Approved by County Commission