



Weber County Right of Way Contract

Fee Simple Acquisition - Strip

Project No: LG_WC_2550South_WFRC-51 Parcel No.(s): 182: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: 15-092-0056
Property Address: 3477 W 2550 S OGDEN UT, 84401
Owner's Address: 3477 W 2550 S, OGDEN, UT, 84401
Primary Phone: 801-791-5491 Owner's Home Phone: (801)791-5491 Owner's Work Phone:
Owner / Grantor (s): Russell M. Jackson, a Married Man
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) 182:C for transportation purposes. This contract is to be returned to: , 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, except those included in the compensation estimate, that are damaged or disturbed during construction will be restored or replaced by the contractor at no cost to the Grantor.
11. During construction, the contractor will relocate the fence and the gate to the new right-of-way line. If the fence is damaged during construction, the contractor will replace the fence at no cost to the Grantor.
12. During construction, the contractor will reconfigure the sprinklers and ensure that they are in working condition.
13. Grantor grants permission to the contractor to enter the property to relocate the fence and restore the landscaping.
14. During construction, the Contractor will protect-in-place all Dominion Energy and Taylor West Weber Water Improvement District appurtenances in front of the home. If any of these appurtenances are damaged during construction, they will be restored or replaced by the contractor at no cost to the Grantor.
15. During construction, the contractor will install a new mailbox or relocate the existing mailbox at no cost to the Grantor.
16. The contractor, or its designee, will notify the Grantor three (3) days prior to working on Grantor's property.

Total Selling Price \$8,000.00

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Grantor's Initials

RS

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.

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Percent

100%

Date

3/6/2020

Russell M Jackson

Right of Way Agents

Jason M. Allen (Consultant/Realtor) / Acquisition Agent

3/6/2020

Gary Myers / Weber County Engineer

Approved by County Commission

RS