

**AMENDMENT TO RIGHT OF WAY CONTRACT BETWEEN WEBER COUNTY AND
JOSEPH F. GIORDANO**

This contract amendment is entered into between Weber County (“County”) and Joseph F. Giordano (“Grantor”). The amendment shall take effect as soon as both parties have signed it.

RECITALS

WHEREAS, in 2017, Grantor and the County entered into the Right of Way Contract that is attached as Exhibit 1, under which Grantor agreed to sell a piece of land to the County for transportation purposes; and

WHEREAS, the County agreed to allow an existing corral fence that is partially in front of a neighboring property and partially in front of Grantor’s property, but is now in the right-of-way, to remain in place; and

WHEREAS, leaving that corral fence in place would create a hazard that the County would have to mitigate using measures such as a retaining wall and guard rail; and

WHEREAS, the County approached Grantor to discuss moving the corral fence to the right-of-way line; and

WHEREAS, Grantor is willing to allow the County to move the fence, in exchange for the County paving the area between the future edge of the road asphalt and the existing edge of Grantor’s front lawn.

NOW THEREFORE, Grantor and the County agree as follows:

1. Paragraph 1 of the “Additional Terms” section of the attached Right of Way Contract is amended to read as follows:
 1. The County will move the existing corral fence to the right-of-way line, preserving or improving the existing function and approximate appearance of the corral fencing.
2. A new paragraph 5 is added to the “Additional Terms” section of the attached Right of Way Contract. It reads as follows:
 5. The County will pave the area between the future edge of the road asphalt and the existing edge of Grantor’s front lawn, which is approximately 62 feet north of the centerline of the new roadway, from approximately station 138+30 to approximately station 141+00 (some of which is not in front of Grantor’s property), as shown on the construction drawing attached as Exhibit 2. On Exhibit 2, the red shaded area depicts the approximate area to be paved. The paving will be done with approximately 6 inches of untreated base course and approximately 3 inches of hot mix asphalt. The grading of the paved area will be designed to replicate existing drainage patterns. The County will not interfere

with or alter existing fences near the proposed area to be paved, except for the relocation of the corral fence as stated above.

3. All other terms of the original Right of Way Contract remain the same.

IN WITNESS WHEREOF, the parties have caused this contract amendment to be signed by their duly authorized representatives:

GRANTOR

JOSEPH F. GIORDANO

Signature 

Date 2/7/25

WEBER COUNTY

Chair, Board of County Commissioners

Date: _____

ATTEST:

Weber County Clerk/Auditor

Date: _____

Exhibit 1
Original Right of Way Contract

WEBER COUNTY CONTRACT SUMMARY AND CONTROL SHEET
 CONTRACT NO. _____

County Attorney & Comptroller Sections must have appropriate approvals BEFORE submitting contract for the agenda.

Important! Fill out ENTIRE "Originating Department" area below BEFORE submitting contract to commission for agenda

ORIGINATING DEPARTMENT			
TYPE OF CONTRACT:	<input type="checkbox"/> Revenue Generating	<input checked="" type="checkbox"/> Onetime Expenditure	<input type="checkbox"/> Ongoing Expenditures <input type="checkbox"/> N/A
CONTRACT TITLE: Right of Way Contract			
CONTRACTOR/VENDOR: Joseph F. Giordano			
Address: 7838 West 900 South Ogden, UT 84404			
Phone: 801-695-6372		Contact Person: Joe Giordano	
W-9 Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		Email: giordanojf@gmail.com	
PURPOSE - Be <u>Specific</u> : To purchase a strip of land along the 12th Street corridor for the road widening project.			
# OF ORIGINALS ENCLOSED: at least 2 or 1/entity): <u>2</u>	ALL ATTACHMENTS INCLUDED: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
EFFECTIVE DATE: <u>1/3/2017</u>	TERMINATION DATE:		
TOTAL AMOUNT: \$ <u>6,800.00</u>	AMOUNT PER YEAR: \$ <u>6,800.00</u>		
ORG: 36490000	OBJECT CODE: <u>630000/3101610021</u>		
COMMISSION PRESENTER + PHONE #: <u>Jared Andersen 8009</u>			
SPECIAL INSTRUCTIONS/COMMENTS:			
COUNTY ATTORNEY APPROVAL			
COUNTY ATTORNEY: <i>Courtlan P. Emberson</i>	DATE APPROVED: <u>1-3-17</u>	REVISIONS NECESSARY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
APPROVAL AS TO <input checked="" type="checkbox"/> FORM <input checked="" type="checkbox"/> LEGAL SUFFICIENCY	COMMISSION ACTION NECESSARY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
COMMENTS:			
COMPTROLLER APPROVAL			
COMPTROLLER: <i>[Signature]</i>	DATE APPROVED: <u>1/4/17</u>	BUDGET AVAILABLE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SPECIAL INSTRUCTIONS/COMMENTS:			
COUNTY COMMISSION APPROVAL			
COMMISSION APPROVAL: <i>[Signature]</i>		DATE CONTRACT APPROVED: <u>1-10-2017</u>	
VOTING RECORD: Ebert <input checked="" type="checkbox"/> Gibson <input checked="" type="checkbox"/> Bell <input checked="" type="checkbox"/> Hanley <input checked="" type="checkbox"/>			
WHEN COMPLETED RETURN TO CLERK/AUDITOR'S OFFICE FOR FILING			
COMMENTS: <u>please return to Rochelle</u> <u>1-10-17 IX</u>			



Weber County Right of Way Contract

Fee Simple Acquisition - Strip

170-2017

Project No: LG_WC_1200S Parcel No.(s): 11:C
Job:Proj / Auth No: Pin No: 880003
Project Location: 12th Street South, Weber County, COG
County of Property: WEBER Tax ID / Sidwell No: 10-092-0001
Property Address: 7838 West 900 South OGDEN UT, 84404
Owner's Address: 7838 West 900 South, OGDEN, UT, 84404
Primary Phone: 801-695-6372 Owner's Home Phone: (801)695-6372 Owner's Work Phone:
Owner / Grantor (s): Joseph F. Giordano

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) 11:C for transportation purposes. This contract is to be returned to: Wendy Hansen (Consultant), 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 Weber 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:

1. Existing corral fence will remain in place.
2. The gravel portion in front of the home will be graded in such a way as to allow vehicles and machinery the ability to pull off the road anywhere as is the case prior to the project.
3. The power pole and fire hydrant will be relocated near the existing corral fence per Rocky Mountain Power and West Warren Warren Water Improvement District.
4. Notice will be given to the property owner 60 days before the fence needs to be removed at any time in the future.

Items paid for included in the total price of this contract:
Land - 1132 sq ft
Improvements - Mail box, gravel driveway, 1 large tree, 18 lf pipe fencing
Cost to Cure - Repair/Replacement of fencing 30 lf

Total Selling Price \$6,800.00





WEBER COUNTY

Weber County Right of Way Contract

Fee Simple Acquisition - Strip

Project No: LG_WC_1200S Parcel No.(s): 11:C

Job/Proj / Auth No: Pin No: 880003

Project Location: 12th Street South: Weber County, COG

County of Property: WEBER Tax ID / Sidwell No: 10-092-0001

Property Address: 7838 West 900 South OGDEN UT, 84404

Owner's Address: 7838 West 900 South, OGDEN, UT, 84404

Primary Phone: 801-695-6372

Owner's Home Phone: (801)695-6372

Owner's Work Phone:

Owner / Grantor (s): Joseph F. Giordano

Grantor's Initials

Grantor understands this agreement is an option until approved by the , Engineer for Weber County.

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.

JG

Percent

100%


Joseph Giordano

Date

12/29/16

Right of Way Agents

Wendy Hansen (Consultant) Acquisition Agent



Dan McGuire Team Leader



Approved by , Engineer for Weber County

12-29-16

1/3/17

JG

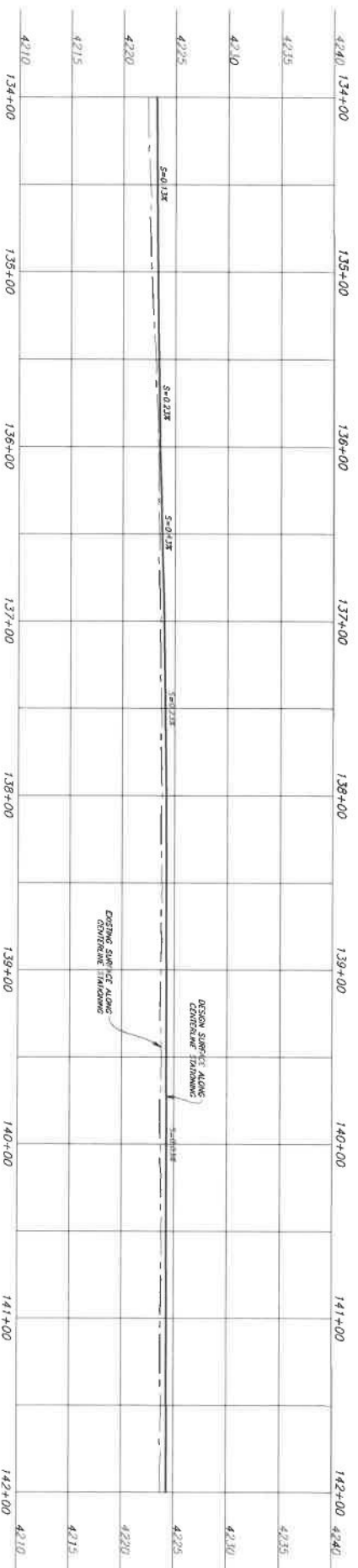
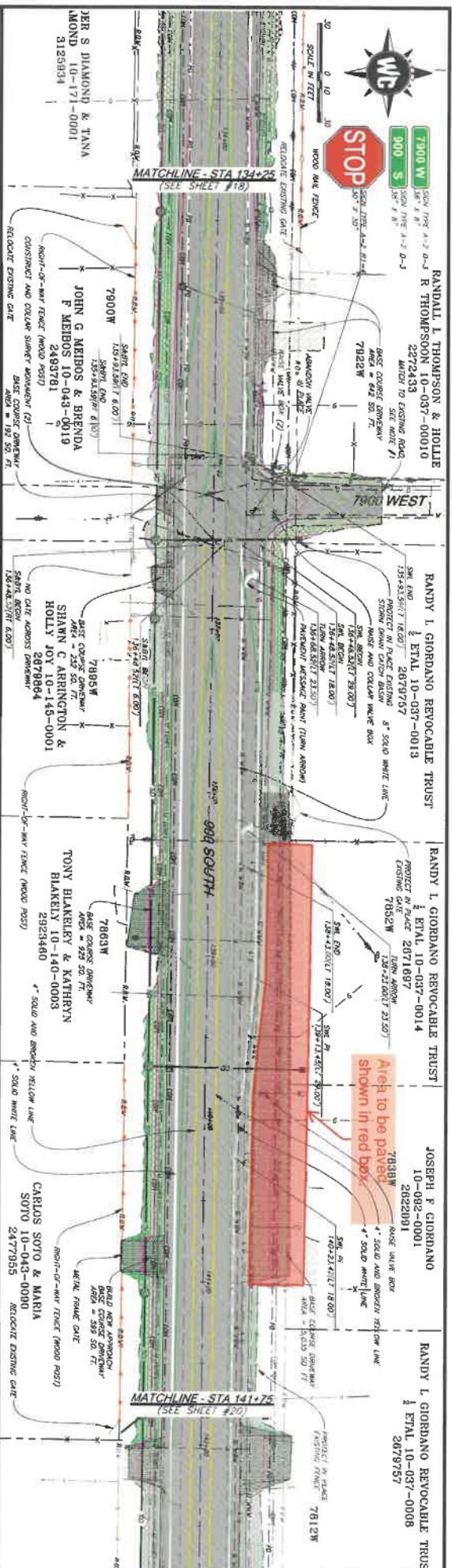
IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this agreement to be duly executed as of the day 10 Jan. and year 2017.

WEBER COUNTY

By: 

Commission Chair James Ebert

Exhibit 2
Visual Depiction of Area to Be Paved



NOTE:
1. SEE ADJACENT SHEET RD-27 FOR INTERSECTION
DRAWING



WASATCH CIVIL
CONSULTING ENGINEERS AND ARCHITECTS
1102-02C-WEBCO COUNTY 12TH STREET WEST PHASE 4 ROADWAY IMPROVEMENT ROADWAY PLAN & PROFILE DWG 7/11/2024 4:50:40 PM

REV	DATE	BY	APP

DATE: JUL 11, 2024
SCALE: 1"=60'
DESIGNER: J.L.B.W.
CHECKER: J.L.B.W.

WEBER COUNTY

WEST 12TH STREET CORRIDOR PHASE 4
ROADWAY PLAN & PROFILE

RD-19
OF 21 SHEETS

LEGEND

	PROPOSED ASPHALT
	SINGLE LANE
	SINGLE LANE ASPHALT OVERLAY
	PROPOSED BASE COURSE OVERLAY
	EXISTING FENCE
	RELOCATED EXISTING FENCE
	RIGHT-OF-WAY FENCE (ROAD RIGHT)
	WOOD RAIL FENCE
	VINYL POST FENCE