

**AMENDMENT TO RIGHT OF WAY CONTRACT BETWEEN WEBER COUNTY AND
RANDY AND ANNA GIORDANO**

This contract amendment is entered into between Weber County (“County”) and Randy L. Giordano, as Trustee of the Randy L. Giordano Revocable Trust as to an undivided ½ interest as a tenant in common & Anna Marie Giordano, as a Trustee of the Anna Marie Giordano Revocable Trust as to an undivided ½ interest (collectively “Grantor”). The amendment shall take effect as soon as both parties have signed it.

RECITALS

WHEREAS, in 2016, 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, in a separate agreement for a neighboring property, the County agreed to allow an existing corral fence that is partially in front of the 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. A new paragraph 6 is added to the “Additional Terms” section of the attached Right of Way Contract. It reads as follows:
 6. 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 7 is added to the “Additional Terms” section of the attached Right of Way Contract. It reads as follows:
 7. 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

RANDY L. GIORDANO, AS TRUSTEE OF THE RANDY L. GIORDANO REVOCABLE TRUST AS TO AN UNDIVIDED 1/2 INTEREST AS A TENANT IN COMMON

Signature *Randy Giordano*
Date 2-7-2025

ANNA MARIE GIORDANO, AS A TRUSTEE OF THE ANNA MARIE GIORDANO REVOCABLE TRUST AS TO AN UNDIVIDED 1/2 INTEREST

Signature *Anna Marie Giordano*
Date 2-7-2025

WEBER COUNTY

Chair, Board of County Commissioners

Date: _____

ATTEST:

Weber County Clerk/Auditor

Date: _____

Exhibit 1
Original Right of Way Contract



Weber County

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: LG_WC_1200S Parcel No.(s): 9:C, 10:C, 12:C, 13:C

9-27-2016

Job/Proj / Auth No: Pin No: 880003
 Project Location: 12th Street South: Weber County, COG
 County of Property: WEBER Tax ID / Sidwell No: 10-037-0013
 Property Address: 7708 West 900 South OGDEN UT, 84404
 Owner's Address: 7858 West 900 South, Ogden, UT, 84404
 Primary Phone: 801-791-7368 Owner's Home Phone: Owner's Work Phone: (801)791-7368
 Owner / Grantor (s): Randy L. Giordano, as Trustee of the Randy L. Giordano Revocable Trust as to an undivided 1/2 interest as a tenant in common & Anna Marie Giordano, as a Trustee of the Anna Marie Giordano Revocable Trust as to an undivided 1/2 interest

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) 9:C, 10:C, 12:C, 13:C for transportation purposes. This contract is to be returned to Rochelle Pfeaster, Project Manager at 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 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. Improvements to be paid for with this contract are as follows: Mail Box 0 Bid \$360, 653 sq ft of Gravel Driveway \$3,102, 30' of Fencing - Pipe \$756, 20 feet of Fencing - 4 Rail \$279, 35 feet of Fencing - Farm \$156, 690 sq ft Concrete Pad \$4,416, 10 feet of Drainage Line - 8 inch \$255, 15 feet of Drainage Line - 2 inch \$230 for a total of \$9,553.00. This amount is included in the purchase price
2. Cost to Cure items to be paid for with this contract are as follows: Repair/Replacement of Fencing - Bid \$12,144, Removal and Replacement of Hay Barn - Bid \$58,650, Relocation of Horse Walker \$3,500, 215 feet of Drainage Line - 8 inch \$6,450, 175 feet of Drainage Line - 2 inch \$3,150 for a total of \$83,894.00. This amount is included in the purchase.
3. In the future, if the County needs to relocate the existing fences, 60 days written notice will be given to the property owners.
4. Irrigation and drainage have been extensively talked through, property owners would like to opportunity to review the 90% design to ensure it shows what's been talked about.

R.L.G.
AMG



Weber County Right of Way Contract

Fee Simple Acquisition - Strip

Project No: LG_WC_1200S Parcel No.(s): 9:C, 10:C, 12:C, 13:C

Job/Proj / Auth No: Pin No: 880003

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

County of Property: WEBER Tax ID / Sidwell No: 10-037-0013

Property Address: 7708 West 900 South OGDEN UT, 84404

Owner's Address: 7358 West 900 South, Ogden, UT, 84404

Primary Phone: 801-791-7368 Owner's Home Phone: Owner's Work Phone: (801)791-7368

Owner / Grantor (s): Randy L. Giordano, as Trustee of the Randy L. Giordano Revocable Trust as to an undivided 1/2 interest as a tenant in common & Anna Marie Giordano, as a Trustee of the Anna Marie Giordano Revocable Trust as to an undivided 1/2 interest

5. The contractor will coordinate the exact location of drainage and irrigation infrastructure with the property owners during construction.

Total Selling Price \$103,700.00

Grantor's Initials

Grantor understands this agreement is an option until approved by Jared Andersen, Weber County Engineer. Grantors acknowledge and accept the percent of ownership listed below and agree that 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 the counterpart signature pages and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent		Date
100%	<u>Randy L. Giordano and Anna Marie Giordano</u> Randy L. Giordano and Anna Marie Giordano	<u>9-9-16</u>

Right of Way Agents

Wendy Hansen (Consultant) / Acquisition Agent

Rochelle Pfeaster / Team Leader 9-9-16

Jared Andersen / Weber County Engineer 9/9/16

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 Sept 27 and year 2016.

WEBER COUNTY
By: Mathew G. Bell
Commission Chair Mathew G. Bell

Page 2 of 2
Grantor's Initials

WEBER COUNTY CONTRACT SUMMARY AND CONTROL SHEET

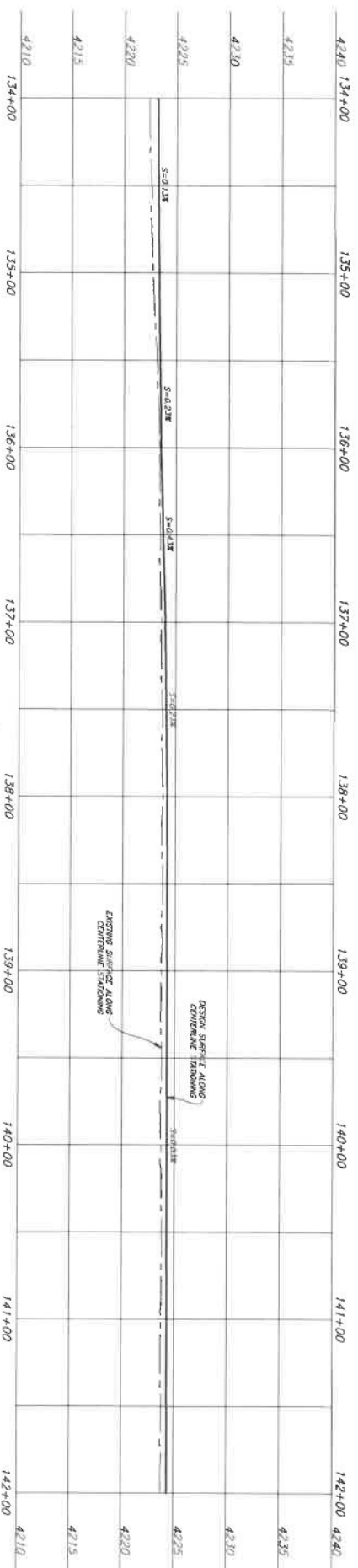
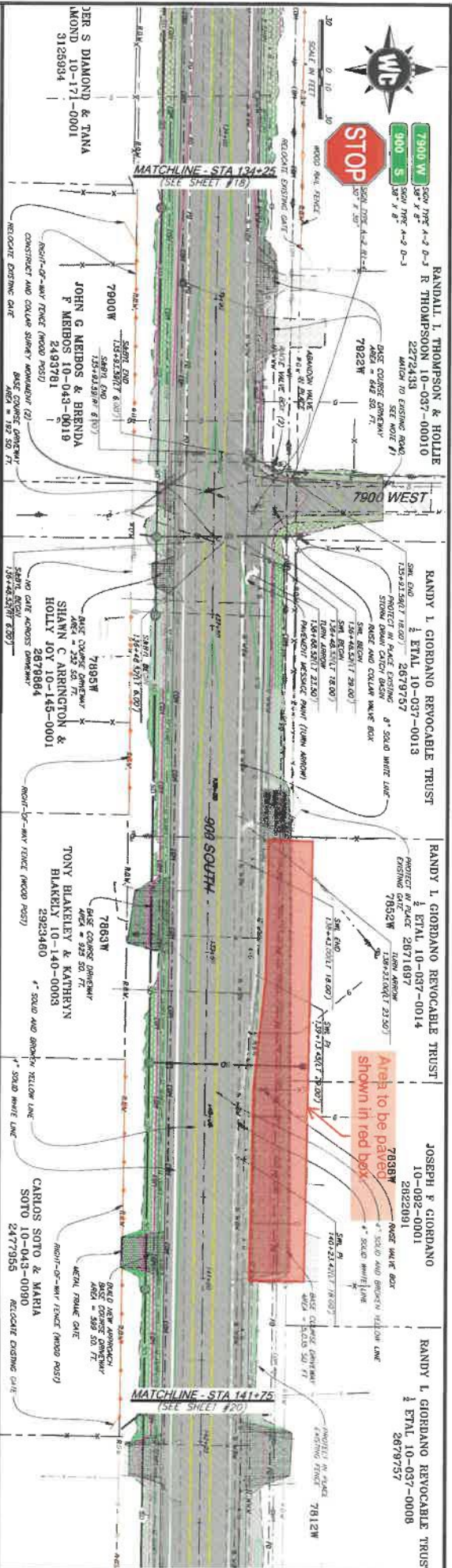
CONTRACT NO. _____

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: Randy L. Giordano and Anna M. Giordano		
Address: 7708 West 900 South Ogden, UT 84404		
Phone: 801-791-7368 Contact Person: Randy Giordano		
W-9 Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Email: annamarie.giordano@gmail.com		
PURPOSE - Be Specific: 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): 2	ALL ATTACHMENTS INCLUDED: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
EFFECTIVE DATE: 9-9-16	TERMINATION DATE:	
TOTAL AMOUNT: \$ 103,700	AMOUNT PER YEAR: \$	
ORG: 36490000	OBJECT CODE: 630000/4021500002	
COMMISSION PRESENTER + PHONE #: Jared Andersen 8009		
SPECIAL INSTRUCTIONS/COMMENTS: Munis Project #3101610021		
COUNTY ATTORNEY APPROVAL		
COUNTY ATTORNEY: <i>Courtney Y. Emberton</i>	DATE APPROVED: 9-12-16	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: 9/12/16	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: 9-27-2016
VOTING RECORD: Ebert ✓ Gibson ✓ Bell ✓		
WHEN COMPLETED RETURN TO CLERK/AUDITOR'S OFFICE FOR FILING		
COMMENTS: Please return to Rabelle 7-28-16 1x		

Exhibit 2
Visual Depiction of Area to Be Paved



NOTE:
1. SET ACROSS SHEET 90-21 FOR INTERSECTION
2. SEE PLAN



WASATCH CIVIL
CONSULTING ENGINEERING
1100 SOUTH 200 WEST, SUITE 100
SALT LAKE CITY, UT 84115

DATE	BY	CHKD	APPV

DESIGNED: M.M. DATE: JULY 11, 2024
DRAWN: K.L. SCALE: 1"=60'
CHECKED: J.B.W. REVISION: 1=10'

WEBER COUNTY

WEST 12TH STREET CORRIDOR PHASE 4
ROADWAY PLAN & PROFILE

SHEET: **RD-19**
OF 21 SHEETS

LEGEND

	PROPOSED ASPHALT
	SHOULDER
	DITCH SLOPE
	PROPOSED RIGHT-OF-WAY BOUNDARY
	PROPOSED BASE COURSE DRIVEWAY
	EXISTING FENCE
	RELOCATED EXISTING FENCE
	RIGHT-OF-WAY FENCE (ROAD POST)
	WOOD RAIL FENCE
	VINYL POST FENCE