

RESOLUTION NO. \_\_\_\_\_

DATE \_\_\_\_\_

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING A TRANSFER OF CERTAIN REAL PROPERTY INTERESTS HELD BY SALT LAKE COUNTY TO, AND APPROVING THE ACQUISITION OF FEE INTEREST IN CERTAIN REAL PROPERTY FROM, JOHN S. LAKE AND KELLY LYNNE LAKE RELATED TO THE SURPLUS CANAL

RECITALS

A. Salt Lake County (“County”) is responsible for the operation and maintenance of the Surplus Canal, which is designed to divert water from the Jordan River to control flood flows.

B. Over the years, the County has acquired various types of interest from private property owners for the Surplus Canal’s existing location.

C. The County is currently working on a project to clarify and make its real property interests along the Surplus Canal uniform and remove encroachments into the Surplus Canal’s levee system.

D. John S. Lake and Kelly Lynne Lake (the “Owners”) own a parcel of real property located in Salt Lake City that is adjacent to the Surplus Canal where the interests of the County need to be clarified and encroachments removed (the “Owners’ Property”).

E. Following negotiations, the County and the Owners have agreed that the Owners will convey a portion of the Owners’ Property to the County by quit-claim deed (“Owners’ Deed”), and the County will quit-claim to the Owners any interest it may have in the Owners’ Property beyond the line established by the Owners’ Deed (the “County Property Interest”).

F. It has been determined that the best interests of the County and the general public will be served by accepting the Owners’ Deed from the Owners and quit-claiming the County Property Interest to the Owners. This transaction will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED Salt Lake County Council that the

County Property Interest is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Right of Way Contract (“Contract”) between the County and the Owners is hereby approved and the Mayor is hereby authorized to execute the Contract, a copy of which is attached as Exhibit A and by this reference made a part hereof, and deliver the fully executed document to the County Real Estate Section.

IT IS FURTHER RESOLVED by the Salt Lake County Council that upon receipt of Owners’ Deed from Owners, the Mayor and County Clerk are authorized to execute the quit claim deed for the County Property Interest, and to deliver that fully executed document to the County Real Estate Section for delivery to Owner.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Richard Snelgrove, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Council Member Bradley voting \_\_\_\_\_  
Council Member Bradshaw voting \_\_\_\_\_  
Council Member Burdick voting \_\_\_\_\_  
Council Member DeBry voting \_\_\_\_\_  
Council Member Granato voting \_\_\_\_\_  
Council Member Jensen voting \_\_\_\_\_  
Council Member Newton voting \_\_\_\_\_  
Council Member Snelgrove voting \_\_\_\_\_  
Council Member Wilson voting \_\_\_\_\_

APPROVED AS TO FORM:

**Robert Preston** Digitally signed by Robert Preston  
Date: 2019.07.23 15:56:04 -06'00'  
\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

EXHIBIT A

RIGHT OF WAY CONTRACT

## RIGHT OF WAY CONTRACT

### *Partial Acquisition*

<b>Project No:</b>	FP140001	<b>Parcel No.(s):</b>	3750:064C & 3750:064Q
<b>Project Location</b>	Surplus Levee Deficiency Rehabilitation Project		
<b>County of Property</b>	Salt Lake County	<b>Tax ID / Sidwell No:</b>	15-15-279-023
<b>Property Address:</b>	1461 W Stetson Circle, Salt Lake City, Utah, 84104		
<b>Grantor (s):</b>	John S. & Kelly Lynne Lake		
<b>Grantor's Address:</b>	1461 W Stetson Circle, Salt Lake City, Utah, 84104		
<b>Grantor's Home Phone</b>	801-831-1971	<b>Grantor's Work Phone</b>	

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

**The Grantor hereby agrees to convey and sell by Quit Claim deed a portion of the property located at 1461 W Stetson Circle, Salt Lake City, Utah, 84104, which portion is more particularly described on Exhibit A hereto (the "Property"), to Salt Lake County, a body corporate and politic of the State of Utah (hereinafter "County"), for the amount of \$21,250.00. This contract is to be returned to: Salt Lake County Real Estate Office, 2001 South State Street S3-110, Salt Lake City, UT 84190**

1. Upon signing this Right of Way contract, Grantor consents to allow Salt Lake County, its contractors, permittees, and assigns, the right to immediately occupy and commence construction or other necessary activity (such as any necessary testing (such as environmental or geotechnical), surveying, or other due diligence) on the Property, including.
2. 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 County takes possession. Owner agrees not to sell the Property to anyone else, or to enter into any contract that will affect the use of the Property when County takes possession.
3. Grantor agrees to transfer the Property free of all debris and hazardous materials (including paint or other household products).
4. All fixtures and improvements are to remain with the Property, including landscaping, retaining walls, fences, etc.
5. Closing shall occur on or before August 30, 2019, at Salt Lake County's offices or, at the option of Salt Lake County, at the offices of a title company selected by Salt Lake County. The Property will be conveyed from Grantor to Salt Lake County by Quit Claim Deed, free of all liens and encumbrances except recorded easements. Salt Lake County may, at its expense, acquire a policy of title insurance. Salt Lake County shall pay routine closing costs and escrow fees, if any. Grantor agrees to pay any and all taxes assessed against the Property to the date of Closing. Salt Lake County will not pay brokerage or legal fees.
6. Grantor understands and agrees that County will not accept delivery of the Quit Claim Deed from the Right of Way Agent, and will not take ownership of the Property, unless and until County is satisfied with (a) the status of title to the Property, and (b) the physical and environmental condition of the Property.
7. Grantor bears all risk of loss or damage to the Property until Closing.
8. Grantor understands that at Closing, at its discretion, County may pay the full amount of \$21,250.00 directly to Grantor. **In that event, it is Grantor's responsibility to understand and fulfill any obligations to lienholders, mortgagees, or others who may have an interest in the Property or the proceeds from its sale.** Grantor shall indemnify and hold harmless the County from and against any and all claims, demands and actions, including costs, from lienholders or lessees of the Property. At the option of County, the transaction may be handled through a title and escrow company selected by County and at County expense, in which event at closing, the title company will disburse funds to lienholders, mortgagees or others having an interest in the Property, with the remainder of the purchase price paid to Grantor.
9. Grantor is aware that Utah Code Ann. § 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 waives any right under Utah Code Ann. § 78B-6-520.3 that Grantor may have to repurchase the property

being acquired herein.

- 10. Grantor acknowledges and accepts the percent of ownership listed below and agrees that the portion of the total selling price received will correspond with the respective percent of ownership.
- 11. In addition, County shall, at Closing, convey to Grantor, and Grantor shall accept, a Release of Easement (the "Release"). The value of the Release is \$697.95, which amount has been accounted for in the Total Settlement.
- 12. This Right of Way Contract contains the entire agreement between Grantor and County, and it shall be governed by the laws of the State of Utah. The undersigned represent and warrant that he/she/they have authority to sign on behalf of Grantor.
- 13. 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.
- 14. Grantor will be given a minimum of 2 weeks notice before commencement of construction.
- 15. Remainder property will be restored as close to original as possible. Repairs will be warrantied by the County's contractor for one year.
- 16. Per the Grantor's request, County's contractor will install gate on back fence. It is the Grantor's responsibility to provide security mechanisms to restrict access through the gate.

**Total Settlement \$21,250.00**

**Grantor understands and acknowledges that this Contract is not binding until approved by the Salt Lake County Real Estate Manager and the Salt Lake County Mayor or Designee.**

Owner's Initials JH

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 08 day of July, 2019.

Owner/Grantor

[Signature]  
Owner/Grantor

7/8/19      50%  
Date      Percent

[Signature]  
Owner/Grantor

7/8/19      50%  
Date      Percent

Salt Lake County

[Signature]  
Brandi Davenport, Realtor (Probe Realtors)

7/8/19  
Date

[Signature]  
Salt Lake County Real Estate Manager

7/16/19  
Date

Mayor or Designee

\_\_\_\_\_ Date

APPROVED AS TO FORM  
District Attorney's Office  
By: [Signature]  
Attorney

R. CHRISTOPHER PRESTON

Date: 7/22/2019

WHEN RECORDED RETURN TO:  
John S. & Kelly Lynne Lake  
1461 W Stetson Circle  
Salt Lake City, UT 84104

APPROVED AS TO FORM  
District Attorney's Office

Space above for County Recorder's use

By: [Signature]  
Attorney

R. CHRISTOPHER PRESTON

**QUIT CLAIM DEED**  
**Salt Lake County**

Real Estate Parcel No.: 3750:064Q  
Tax Serial No. 15-15-279-023  
County Project No.: FP 140001

Date: 7/22/2019

**SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, GRANTOR, hereby Quit Claim(s) to John S. and Kelly Lynne Lake, GRANTEE(s), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

**IN WITNESS WHEREOF**, GRANTOR has caused this Quit-Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SALT LAKE COUNTY

STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

By: \_\_\_\_\_  
MAYOR or DESIGNEE  
By: \_\_\_\_\_  
COUNTY CLERK

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_,  
Who being duly sworn did say that \_\_\_he is the \_\_\_\_\_ of Salt Lake County,  
Office of the Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by  
Authority of law.

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_

*Acknowledgments Continued on Following Page*

*Acknowledgements from Previous Page*

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_,  
who being duly sworn, did say that \_\_he is the CLERK of Salt Lake County and that the foregoing  
instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT  
LAKE COUNTY COUNCIL.

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Residing in: \_\_\_\_\_

(EXHIBIT A)

A parcel of land being part of an entire tract defined in those As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvement plans created by the Corps of Engineers, U.S. Army referenced as Spec No. 2493 and File No. JO-4-52 dated May 11, 1961 and as shown on that certain Surplus Canal Centerline Survey plat filed as No. S2018-08-0579 in the office of the Salt Lake County Surveyor. Said parcel of land is located in Lot 1, Parkway No. 3 Subdivision, recorded November 21, 1983 as Entry No. 3871624 in Book 83-11 of Plats, at Page 152 in the office of the Salt Lake County Recorder and situate in the Northeast Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

**Beginning** at the intersection of the northwesterly line of said Lot 1 and the northeasterly line of the ten (10) foot offset line from the landside toe, as located by field survey, of the Jordan River & Salt Lake Surplus Canal Levee, which is 6.71 feet, N. 43°18'16" E. (Record = N. 43° E.) along the northwesterly line from the westerly corner of said Lot 1; thence N. 43°18'16" E. (Record = N. 43° E.) 13.42 feet along said northwesterly line to the northeasterly line of said entire tract and right-of-way line of said As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvements plans; thence Southeasterly along said lines the following (3) courses: 1) S. 35°49'41" E. 27.93 feet. 2) S. 54°14'11" W 5.00 feet. 3) S. 35°49'41" E 115.43 feet to its intersection with the easterly line of said Lot 1; thence S. 00°10'22" W. (Record = S. 00°07'54" E.) 11.94 feet along said easterly line to said ten (10) foot offset line of the landside toe of the Jordan River & Salt Lake Surplus Canal Levee; thence Northwesterly along said ten (10) foot offset line the following three (3) courses: 1) N. 35°22'33" W. 30.37 feet; 2) N. 36°41'14" W. 54.88 feet; 3) N. 36°20'33" W. 65.55 feet to the **Point of Beginning**.

The above-described parcel of land contains 1,228 square feet in area or 0.028 acres, more or less.





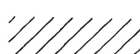
**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** S. 89°49'38" E. along the Quarter Section line between the Center Section and the East Quarter Corner of said Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.



# EXHIBIT "B"

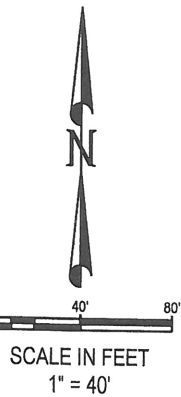
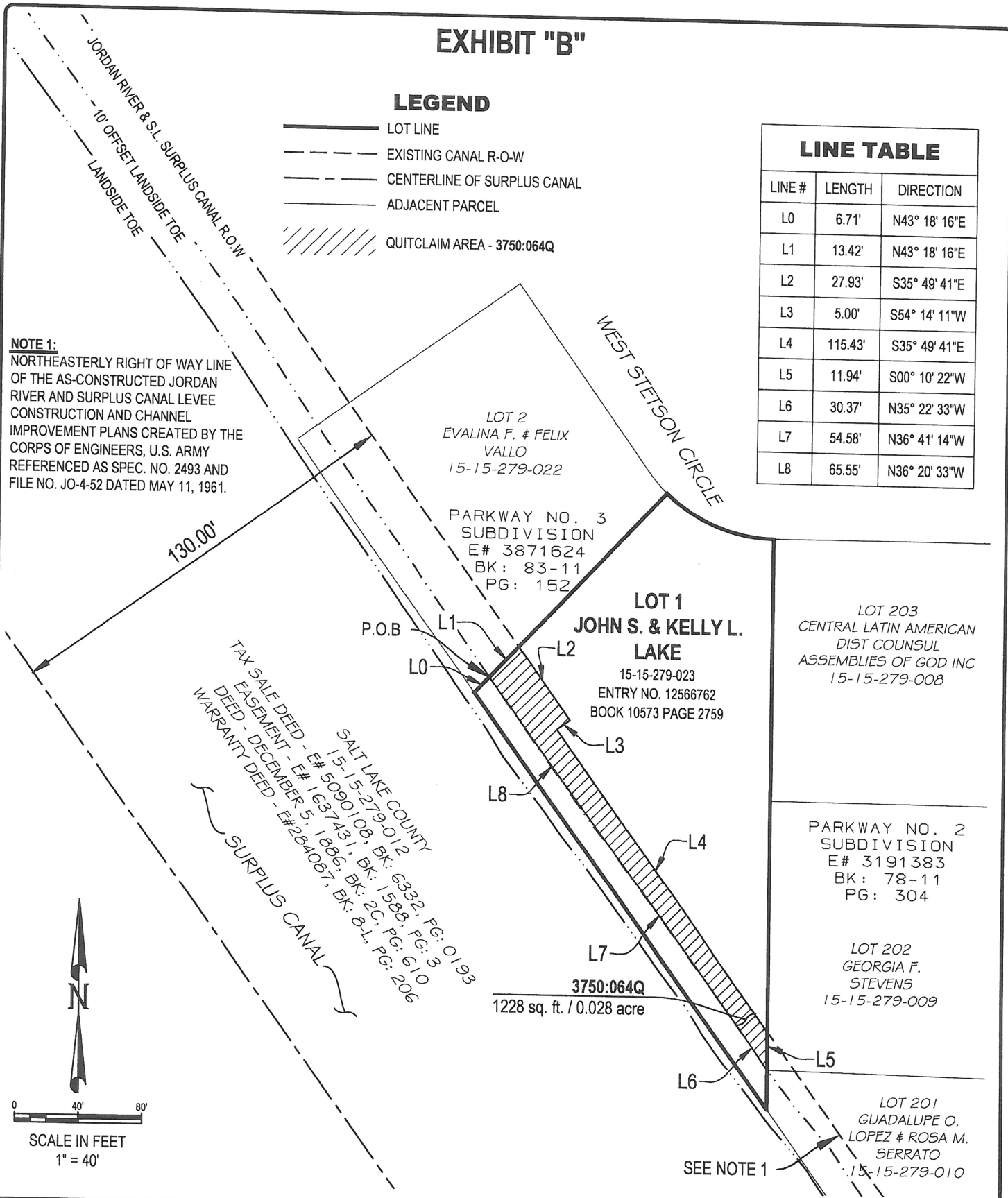
## LEGEND

-  LOT LINE
-  EXISTING CANAL R-O-W
-  CENTERLINE OF SURPLUS CANAL
-  ADJACENT PARCEL
-  QUITCLAIM AREA - 3750:064Q

## LINE TABLE

LINE #	LENGTH	DIRECTION
L0	6.71'	N43° 18' 16"E
L1	13.42'	N43° 18' 16"E
L2	27.93'	S35° 49' 41"E
L3	5.00'	S54° 14' 11"W
L4	115.43'	S35° 49' 41"E
L5	11.94'	S00° 10' 22"W
L6	30.37'	N35° 22' 33"W
L7	54.58'	N36° 41' 14"W
L8	65.55'	N36° 20' 33"W

**NOTE 1:**  
 NORTHEASTERLY RIGHT OF WAY LINE  
 OF THE AS-CONSTRUCTED JORDAN  
 RIVER AND SURPLUS CANAL LEVEE  
 CONSTRUCTION AND CHANNEL  
 IMPROVEMENT PLANS CREATED BY THE  
 CORPS OF ENGINEERS, U.S. ARMY  
 REFERENCED AS SPEC. NO. 2493 AND  
 FILE NO. JO-4-52 DATED MAY 11, 1961.



**3750:064Q**  
 1228 sq. ft. / 0.028 acre

JOHN S. AND KELLY LYNNE LAKE  
 JORDAN RIVER SURPLUS CANAL  
 QUIT CLAIM - 3750:064Q  
 LOT 1 PARKWAY NO. 3 SUBDIVISION  
 1461 W. STETSON CIRCLE, SALT LAKE CITY, UTAH

PROJECT NUMBER  
 FP140001  
 PAGE 4 OF 4  
 APRIL 26, 2019

CRS PROJ. #17113C

FINAL

WHEN RECORDED RETURN TO:  
Salt Lake County Real Estate  
2001 South State Street, Suite S3-110  
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

**QUIT CLAIM DEED**  
**Individual(s)**

Real Estate Parcel No.: 3750:064C  
Tax Serial No. 15-15-279-023  
County Project No.: FP 140001

**JOHN S. AND KELLY LYNNE LAKE**, husband and wife, as joint tenants, GRANTOR(s), hereby Quit Claim(s) to, SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

IN WITNESS WHEREOF, GRANTOR has caused this Quit-claim Deed to be signed this 08 day of July, 2019.

STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

SALT LAKE COUNTY  
By: John S. Lake  
JOHN S. LAKE  
By: Kelly Lynne Lake  
KELLY LYNNE LAKE

On the date first above written personally appeared before me, John S. Lake and Kelly Lynne Lake, the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public [Signature]  
My Commission Expires: 5-18-2023  
Residing in: Sandy, UT



**(EXHIBIT A)**

A parcel of land being part of Lot 1 of the Parkway No. 3 Subdivision recorded November 21, 1983 as Entry No. 3871624 in Book 83-11 of Plats, at Page 152 and described in that Special Warranty Deed recorded June 30, 2017 as Entry No. 12566762 in Book 10573 at Page 2759 in the office of the Salt Lake County Recorder. Said Lot 1 is located in the Northeast Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

**Beginning** at the westerly corner of said Lot 1; thence N. 43°18'16" E. (Record = N. 43° E.) 6.71 feet along the northwesterly line of said Lot 1 to the ten (10) foot offset line of the landside toe as located by field survey, of the Jordan River & Salt Lake Surplus Canal Levee; thence Southeasterly along said ten (10) foot offset line of the landside toe the following three (3) courses; 1) S. 36°20'33" E. 65.55 feet; 2) S. 36°41'14" E. 54.58 feet; 3) S. 35°22'33" E. 30.37 feet to the easterly line of said Lot 1; thence S. 00°10'22" W. (Record = S. 00° 07' 54" E.) 12.58 feet along said easterly line to the southerly corner of said Lot 1; thence N. 35°57'24" W. (Record = N. 36°15'40" W.) 159.40 feet along the southwesterly line of said Lot 1 to the **Point of Beginning**.

The above-described parcel of land contains 1,113 square feet in area or 0.026 acres more or less.





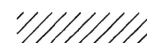
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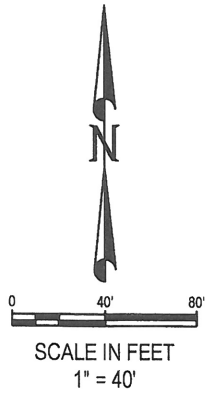
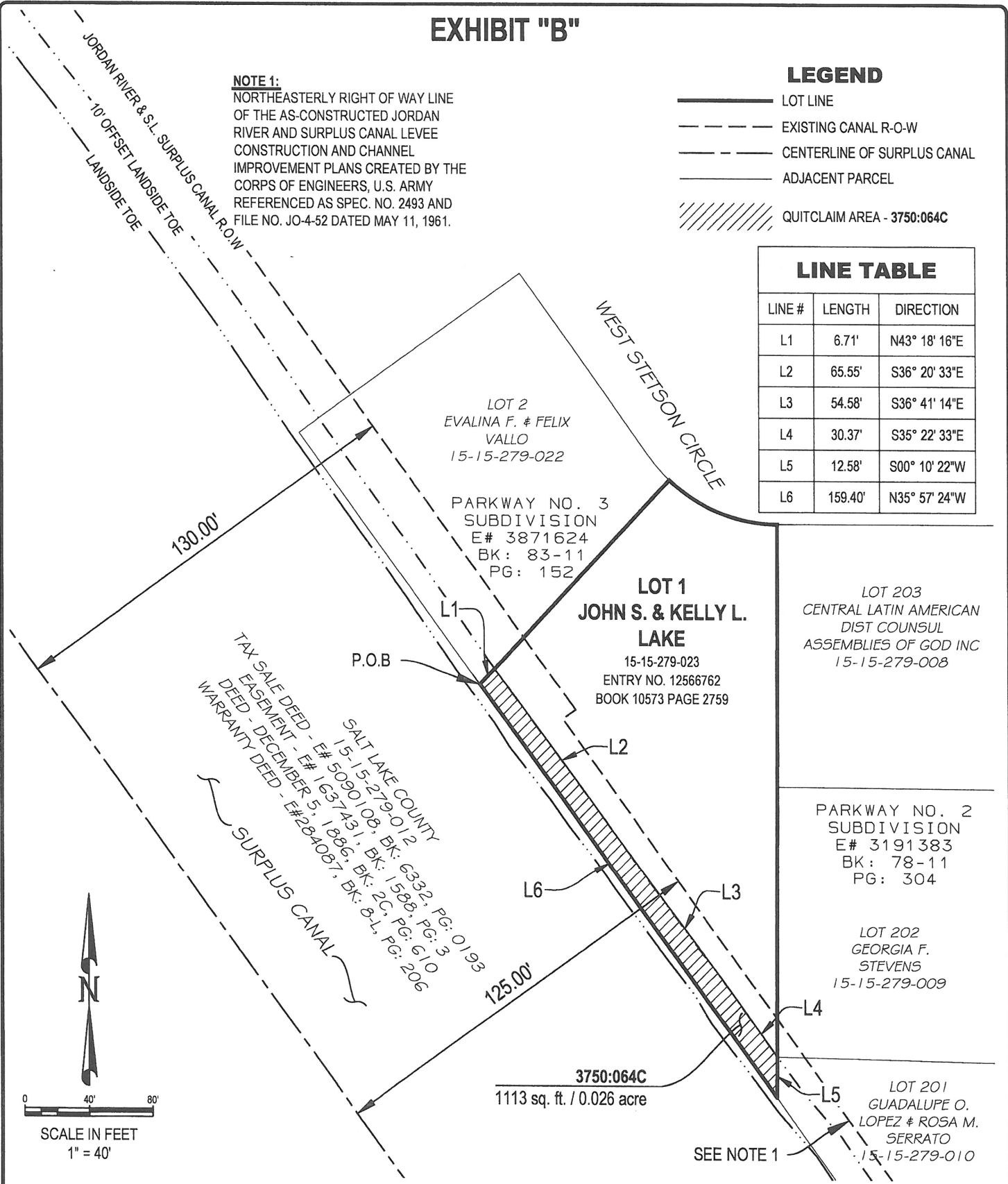
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 NORTHEASTERLY RIGHT OF WAY LINE  
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L6	159.40'	N35° 57' 24"W



**CRS ENGINEERS**  
 Answers to Infrastructure®  
 4246 S Riverboat Rd, Ste 200 | Salt Lake City, UT 84123 | P: 801.359.5565 | www.crsengineers.com

JOHN S. AND KELLY LYNNE LAKE  
 JORDAN RIVER SURPLUS CANAL  
 QUIT CLAIM - 3750:064C  
 LOT 1 PARKWAY NO. 3 SUBDIVISION  
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