

## RIGHT OF WAY CONTRACT

*Fee Simple – Total Acquisition*

<b>Project No:</b>	FP140001	<b>Parcel No.(s):</b>	3750:070C
<b>Project Location</b>	Surplus Levee Deficiency Rehabilitation Project		
<b>County of Property</b>	Salt Lake County	<b>Tax ID / Sidwell No:</b>	15-15-277-001
<b>Property Address:</b>	1497 W. Van Buren Circle, Salt Lake City, Utah 84104		
<b>Grantor (s):</b>	Michael R. Weiler Living Trust		
<b>Grantor's Address:</b>	1497 W. Van Buren Circle, Salt Lake City, Utah 84104		
<b>Grantor's Home Phone</b>	801-972-4435	(801) 365-1016 Michael Lichfield, Attorney for Michael Weiler	

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 the property located at 1497 W. Van Buren Circle, Salt Lake City, Utah, 84104 , which property is more particularly described on Exhibit A hereto (the "Property"), to Salt Lake County for the amount of \$5,400.00. 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 Contract. Grantor agrees to maintain the Property until Salt Lake County takes possession. Grantor agrees not to sell the Property to anyone else, or to enter into any contract that will affect the use of the Property when Salt Lake County takes possession.
3. Grantor agrees to transfer the Property free of all debris and toxic materials (including paint or other household products).
4. All fixtures and improvements are to remain with the Property, including landscaping, retaining walls, fences, plumbing fixtures, lighting fixtures, heating, air conditioning, etc.
5. Closing shall occur on or before November 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 Salt Lake 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 Salt Lake 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, Salt Lake County may pay the full amount of \$5,400. **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 Salt Lake County, the transaction may be handled through a title and escrow company selected by Salt Lake County and at Salt Lake County's 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") of 674 SF. The value of the Release is \$0, which amount has been accounted for in the Total Settlement.
- 12. This Right of Way Contract contains the entire agreement between Grantor and Salt Lake 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.

**Total Settlement** \$5,400.00

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 MRW

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 15 day of October, 2019

Owner/Grantor

Michael R. Weiler

Owner/Grantor

10-15-19

Date

Percent

Owner/Grantor

Date

Percent

Salt Lake County

Brandi Davenport

Brandi Davenport, Right of Way Agent  
(Davenport Consulting)

10-15-19

Date

[Signature]

Salt Lake County Real Estate Manager

10-25-19

Date

Mayor or Designee

Date

APPROVED AS TO FORM  
District Attorney's Office

By: R. Christopher Preston  
Attorney

R. CHRISTOPHER PRESTON

Date: 10/21/2019

APPROVED AS TO FORM  
District Attorney's Office

By: R. Christopher Preston  
Attorney  
R. CHRISTOPHER PRESTON  
Date: 10/10/08

10-10-08

*[Handwritten signature]*

\_\_\_\_\_

10-10-08

10-10-08

\_\_\_\_\_

\_\_\_\_\_

10

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

**QUITCLAIM DEED**  
**Trust**

Real Estate Parcel No.: 3750:070C  
Tax Serial No. 15-15-277-001  
County Project No.: FP140001  
Surveyor WO: SU20160226

**MICHAEL R. WEILER**, as Trustee of the Michael R. Weiler Living Trust, dated September 6, 2007, GRANTOR, hereby Quitclaim(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 said Michael R. Weiler, as Trustee of the Michael R. Weiler Living Trust, dated September 6, 2007, has caused this instrument to be executed by its trustees duly authorized, this 15 day of October, 2019.

Name of Trust: MICHAEL R. WEILER LIVING TRUST

STATE OF Utah )  
 ) ss  
COUNTY OF Salt Lake )

Trustee: Michael R. Weiler

On the date first above written personally appeared before me, Michael R. Weiler, who being by me duly sworn and affirmed, did say that he/she/they are the trustees of the Michael R. Weiler Living Trust, dated September 6, 2007 and that the foregoing instrument was signed in behalf of said trust and said Michael R. Weiler acknowledged to me that he/she/they executed the same in the name of the trust.

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 two entire tracts described as parcel No.s 1 and 2 in that Quit Claim Deed recorded February 11, 2016 as Entry No. 12220874 in Book 10402, at Page 4042 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

**Beginning** at the southwesterly corner of parcel No. 2 of said entire tracts, which is 18.265 feet N. 87°48'49" E. (Record = NORTH 87°34'44" EAST) and 301.632 feet S. 00°10'01" W. (Record = SOUTH 0°04'04" EAST) from the northeasterly corner of Lot 17, South Glendale Subdivision recorded May 31, 1973 as Entry No. 2543673 in Book 73-5 of Plats, at Page 10 in the Office of said Recorder; thence N. 00°10'01" E. (Record = NORTH 0°04'04" WEST) 26.57 feet along the westerly boundary line of said parcel No. 2 to the ten (10.00) foot offset line of the landside toe, as located by field survey, of the Jordan River & Salt Lake Surplus Canal Levee as 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; thence Southeasterly along said ten (10) foot offset line the following two (2) courses: 1) S. 35°23'34" E. 14.11 feet; 2) S. 33°21'57" E. 28.45 feet to the southerly boundary line of said entire tracts; thence Westerly, southerly and northeasterly along the boundary line of said entire tracts the following three (3) courses: 1) N. 89°49'43" W. (Record = WEST) 5.68 feet to an interior corner; 2) S. 00°10'01" W. (Record = SOUTH 0°04'04" EAST) 16.65 feet to the southeasterly corner of parcel No. 2; 3) N. 35°39'41" W. (Record = NORTH 35°53'46" WEST) 31.175 feet to the **Point of Beginning**.

The above-described parcel of land contains 501 square feet in area or 0.012 acre more or less.

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

**BASIS OF BEARING:** S. 89°49'59" E. along the Section line between the North Quarter and the Northeast Quarter of said Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.



# EXHIBIT "B"

VAN BUREN CIR.  
 LOT 16  
 LOT 17

VAN BUREN AVE.

**NOTE 1:**  
 Northeastly 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.  
 See Record of Survey Plat S2018-08-0579

**NOTE 2:**  
 Caldwell Richards & Sorenson Engineers (CRS) established the landside toe location using field survey methods in June 2019.

SOUTH GLENDALE SUBDIVISION  
 E# 2543673,  
 BK: 73-5,  
 PG: 10

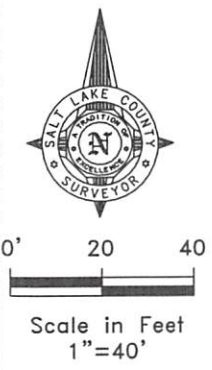
DENNIS #  
 BARBARA SMITH  
 5-15-253-010

EASEMENT - E# 1631372, BK: 1588, PG: 3  
 INDENTURE - BK: 2-C, PG: 213 & 298  
 TAX SALE DEED - E# 3456795, BK: 5126, PG: 1252  
 SURPLUS CANAL  
 SALT LAKE COUNTY  
 15-15-253-011, BK: 1577, PG: 198  
 15-15-253-011, BK: 1588, PG: 3  
 15-15-253-011, BK: 213 & 298, PG: 1252  
 15-15-253-011, BK: 6332, PG: 193

**NOTE 3:**  
 Center line of Surplus Canal as delineated in that Record of Survey plat filed as S2018-08-0579 in the Office of the Salt Lake County Surveyor.

Page 3 of 3  
 Prepared: July 1, 2019

LINE TABLE		
LINE #	LENGTH	BEARING
L1	26.57	N0° 10' 01"E
L2	14.11	S35° 23' 34"E
L3	28.45	S33° 21' 57"E
L4	5.68	N89° 49' 43"W
L5	16.65	S0° 10' 01"W
L6	31.175	N35° 39' 41"W



## LEGEND

- LOT LINE
- TRACT BOUNDARY
- - - CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- ..... PARCEL LINE
- ////// QUITCLAIM AREA - 3750:070C

(PARCEL NO. 2)  
 EAST 1/2 VACATED CHEYENNE STREET

THE WEILER LIVING TRUST  
 15-15-277-001  
 (PARCEL NO. 1)

3750:070C  
 501 sq. ft.

POB

LOT 6  
 THOMAS & PATTIE GUNDLACH  
 15-15-279-014

PARKWAY NO. 3  
 E# 3871624,  
 BK: 83-11,  
 PG: 152



MICHAEL R. WEILER LIVING TRUST  
**JORDAN RIVER & SURPLUS CANAL**  
 Quitclaim Deed - 3750.070C

Prepared for:  
**S.L. Co. Flood Control Engineering**  
 NE 1/4, Sec. 15, T.1S, R.1W, S.L.B.&M.  
 Work Order No. SU20160226 Real Estate No. 3750:077

Prepared by the Office of:  
**Reid J. Demman, P.L.S.**  
 Salt Lake County Surveyor

2001 S. State St. #N1-400  
 Salt Lake City, Utah 84114-4575  
 (385) 468-8240

WHEN RECORDED RETURN TO:

Michael R. Weiler,  
1497 W. Van Buren Circle  
Salt Lake City, Utah 84104

APPROVED AS TO FORM  
District Attorney's Office

Space above for County Recorder's use

By: R. Christopher Preston  
Attorney

Real Estate Parcel No.: 3750:070Q

Tax Serial No. 15-15-277-001

County Project No.: FP140001

Surveyor WO: SU20160226

R. CHRISTOPHER PRESTON

**QUITCLAIM DEED**  
**Salt Lake County**

Date: 10/21/2019

**SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to Michael R. Weiler, as Trustee of the Michael R. Weiler Living Trust, dated September 6, 2007, 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 Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer 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 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: \_\_\_\_\_

*Acknowledgement Continued on Following Page*

Real Estate Parcel No.: 3750:070Q  
Tax Serial No. 15-15-277-001  
County Project No.: FP140001  
Surveyor WO: SU20160226

*Acknowledgement Continued 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 the Northeast Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

**Beginning** at the intersection of the westerly boundary line of an entire tract of land described as Parcel No. 2 in that Quit Claim Deed recorded February 11, 2016 as Entry No. 12220874 in Book 10402, at Page 4042 in the Office of the Salt Lake County Recorder with the ten (10.00) foot offset line of the landside toe, as located by field survey, of the Jordan River & Salt Lake Surplus Canal Levee, which is 18.265 feet N. 87°48'49" E. (Record = NORTH 87°34'44" EAST) and 275.06 feet S. 00°10'01" W. (Record = SOUTH 0°04'04" EAST) from the northeasterly corner of Lot 17, South Glendale Subdivision recorded May 31, 1973 as Entry No. 2543673 in Book 73-5 of Plats, at Page 10 in the Office of said Recorder; thence N. 00°10'01" E. (Record = NORTH 0°04'04" WEST) 19.89 feet along said westerly boundary line to the northeasterly right-of-way line of said As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvement plans; thence S. 35°49'38" E. 68.09 feet along said northeasterly right of way line to the southerly boundary line of said entire tract; thence N. 89°49'43" W. (Record = WEST) 16.09 feet along said southerly boundary 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 two (2) courses: 1) N. 33°21'57" W. 28.45 feet; 2) N. 35°23'34" W. 14.11 feet to the **Point of Beginning**.

The above-described parcel of land contains 674 square feet in area or 0.015 acre, more or less.

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

**BASIS OF BEARING:** S. 89°49'59" E. along the Section line between the North Quarter and the Northeast Quarter of said Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

# EXHIBIT "B"

VAN BUREN CIR.

VAN BUREN AVE.

LOT 16

LOT 17

**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.  
See Record of Survey Plat S2018-08-0579

**NOTE 2:**

Caldwell Richards & Sorenson Engineers (CRS) established the landside toe location using field survey methods in June 2019.

SOUTH GLENDALE  
SUBDIVISION  
E# 2543673,  
BK: 73-5,  
PG: 10

DENNIS #  
BARBARA SMITH  
5-15-253-010

EXISTING JORDAN RIVER & S.L. SURPLUS CANAL R.O.W.  
-10' OFFSET LANDSIDE TOE  
LANDSIDE TOE

EASEMENT - E# 1631372, BK: 1577, PG: 198  
INDENTURE - E# 1637431, BK: 1588, PG: 3  
TAX SALE DEED - E# 3456795, BK: 5126, PG: 1252  
SURPLUS CANAL - E# 5090108, BK: 6332, PG: 199

**NOTE 3:**

Center line of Surplus Canal as delineated in that Record of Survey plat filed as S2018-08-0579 in the Office of the Salt Lake County Surveyor.

EAST 1/2 VACATED CHEYENNE STREET  
(PARCEL NO. 2)



0' 20' 40'  
Scale in Feet  
1"=40'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	19.89	N0° 10' 01"E
L2	68.09	S35° 49' 38"E
L3	16.09	N89° 49' 43"W
L4	28.45	N33° 21' 57"W
L5	14.11	N35° 23' 34"W

**LEGEND**

- LOT LINE
- TRACT BOUNDARY
- CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- ..... PARCEL LINE
- ////// QUITCLAIM AREA - 3750:070Q

THE WEILER LIVING TRUST  
15-15-277-001  
(PARCEL NO. 1)

3750:070Q  
674 sq. ft.

POB

L5

L1

L3

LOT 6  
THOMAS & PATTIE  
GUNDLACH  
15-15-279-014

PARKWAY NO. 3  
E# 3871624,  
BK: 83-11,  
PG: 152



SALT LAKE COUNTY  
**JORDAN RIVER & SURPLUS CANAL**  
Quitclaim Deed - 3750.070Q

Prepared for:  
S.L. Co. Flood Control Engineering

NE 1/4, Sec. 15, T.1S, R.1W, S.L.B.&M.  
Work Order No. SU20160226 Real Estate No. 3750:070

Prepared by the Office of:

Reid J. Demman, P.L.S.  
Salt Lake County Surveyor

2001 S. State St. #N1-400  
Salt Lake City, Utah 84114-4575  
(385) 468-8240