

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

DATE \_\_\_\_\_

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION AND DELIVERY OF A RIGHT OF WAY CONTRACT, QUIT CLAIM DEED, AND TEMPORARY EASEMENT TO MURRAY CITY AFFECTING PROPERTY LOCATED AT APPROXIMATELY 969 EAST VINE STREET

RECITALS

A. Salt Lake County (“the County”) owns a 1/5 interest in a parcel of real property located at approximately 969 East Vine Street, Murray, Utah (the “Property”).

B. The Property was acquired by the County following a tax sale in 1989 and is not currently in public use.

C. Murray City (the “City”) is working on a public road improvement project on Vine Street that will impact the Property.

D. As part of this road improvement project, the City needs to acquire a portion of the Property and a temporary construction easement.

E. The City has submitted a Right of Way Contract to the County and the other tenants in common to cover the purchase of both the portion of the Property via a quit claim deed (the “Deed”) and a temporary construction easement (the “Easement”). The total amount offered by the City is \$1,550.00, which amount has been reviewed and approved by the Salt Lake County Real Estate Division as full and adequate consideration. The County’s portion of this amount will be \$310.00.

F. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

G. It has been determined that the best interests of the County and the general public will be served by executing the Right of Way Contract, the Deed, and the Easement attached to

this Resolution. These actions will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the real property identified in the Deed is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the grant and conveyance of the Deed and the Easement is hereby approved, and the Mayor is authorized and directed to execute the Right of Way Contract, attached hereto as Exhibit A, and any other related document necessary to complete this transaction.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized, consistent with the terms of the Right of Way Contract to execute the Deed and the Easement attached hereto as Exhibits B and C respectively and to deliver the fully executed documents to the Salt Lake County Real Estate Division for delivery to the UDOT upon payment of the agreed upon purchase amount.

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

SALT LAKE COUNTY COUNCIL

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

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

EXHIBIT A

(Right of Way Contract)



# Murray City Right of Way Contract *Fee Simple Acquisition - Strip*

Project No: F-LC35(242) Parcel No.(s): 111:C, 111:EC  
 Pin No: 11987 Job/Proj No: 54092 Project Location: Vine Street; 900 East to 1300 East  
 County of Property: SALT LAKE Tax ID / Sidwell No: 22-17-332-009-1001, 22-17-332-009-1002, 22-17-332-009-1003, 22-17-332-  
 Property Address: 969 East Vine Street MURRAY UT, 84121  
 Owner's Address: 969 East Vine Street, MURRAY, UT, 84121  
 Primary Phone: 801-550-1836 Owner's Home Phone: (801)550-1836 Owner's Work Phone:  
 Owner / Grantor (s): Ann L. Larkin and Emerson L. Larkin, wife and husband, As Joint Tenants, Jamie R. Siglin, a married woman, David C. Woolstenhulme and Susan M. Woolstenhulme, as joint tenants, David C. Woolstenhulme and Susan M. Woolstenhulme, as joint tenants, Salt Lake 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, Temporary Easement a parcel(s) of land known as parcel number(s) 111:C, 111:EC for transportation purposes. This contract is to be returned to: Brandi Davenport (Consultant), Right of Way Agent c/o Murray City, 5025 South State Street, Murray, UT 84107.

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 City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City 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 City, 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:**

Murray City's contractor to move monument mailbox behind new sidewalk area.  
Each 1/5 ownership will receive a payment of \$310.

**CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent \_\_\_\_\_, represents purchaser.  
Buyer's Brokerage \_\_\_\_\_, represents purchaser.

**Total Selling Price** \$1,550.00



# Murray City

## Right of Way Contract

*Fee Simple Acquisition - Strip*

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 Property Address: 969 East Vine Street MURRAY UT, 84121  
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 Primary Phone: 801-550-1836 Owner's Home Phone: (801)550-1836 Owner's Work Phone:  
 Owner / Grantor (s): Ann L. Larkin and Emerson L. Larkin, wife and husband, As Joint Tenants, Jamie R. Siglin, a married woman, David C. Woolstenhulme and Susan M. Woolstenhulme, as joint tenants, David C. Woolstenhulme and Susan M. Woolstenhulme, as joint tenants, Salt Lake County

**Grantor's Initials**

**Grantor understands this agreement is an option until approved by the Mayor.**  
 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.

Percent	Date
20% _____ Ann L. and Emerson L. Larkin	_____
20% _____ Jamie R. Siglin	_____
20% _____ David C. and Susan M. Woolstenhulme	_____
20% _____ David C. and Susan M. Woolstenhulme	_____
20% _____ Salt Lake County	_____

**Right of Way Agents**

\_\_\_\_\_  
Brandi Davenport (Consultant) / Acquisition Agent

\_\_\_\_\_  
Trae Stokes / Team Leader

\_\_\_\_\_  
Approved by Mayor

APPROVED AS TO FORM  
 District Attorney's Office  
 By: R. Christopher Preston  
 Attorney  
 R. CHRISTOPHER PRESTON  
 Date: 3/11/2011

EXHIBIT B  
(Warranty Deed)

WHEN RECORDED, MAIL TO:  
City Attorney's Office  
Murray City Corporation  
5025 South State Street  
Murray, Utah 84107

## Warranty Deed (COUNTY)

Salt Lake County

Tax ID No. 22-17-332-009-  
1005

Pin No. 11987

Project No. F-LC35(242)

Parcel No. LC35:111:C5

Salt Lake County, Grantor, a body corporate and politic of the State of Utah, hereby CONVEYS AND WARRANTS to the MURRAY CITY CORPORATION, Grantee, at 5025 South State Street, Murray, Utah 84107 for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

An undivided 1/5 interest in a parcel of land in fee, being part of an entire tract of property described in that Tax Sale Deed recorded June 19, 1989 as Entry No. 4789196 in Book 6136, at Page 1554 in the Office of the Salt Lake County Recorder, situate in the SE1/4 SW1/4 of Section 17, T.2S., R.1E., S.L.B.&M., for the construction of improvements incident to the Vine Street 900 East to 1300 East Project, known as project number F-LC35(242).

Beginning at the southeast corner of said entire tract, which point is on the northerly right of way line of said Vine Street, which point is also 1,172.15 feet North and 383.92 feet West from the record location of the South Quarter Corner of said Section 17; which point is also 257.14 feet S.78°52'15"E. and 33.63 feet North from Salt Lake County Monument #22173002 located approximately 6000 South and 940 East; thence along the southerly boundary line of said entire tract and said right of way line

Pin No. 11987  
Project No. F-LC35(242)  
Parcel No. LC35:111:C5

N.78°52'15"W. 16.19 feet, more or less, to the southwest corner of said entire tract; thence along the westerly boundary line of said entire tract N.02°10'50"E. 2.53 feet to a point which is 35.50 feet perpendicularly distant northerly from the control line of said project, at Engineer Station 105+79.33; thence S.78°52'15"E. 16.19 feet, more or less, to the easterly boundary line of said entire tract, which point is also 35.50 feet perpendicularly distant northerly from the control line of said project, at Engineer Station 105+95.51; thence along said boundary line S.02°10'50"W. 2.53 feet, more or less, to the point of beginning. The above described part of an entire tract of land contains 40 square feet or 0.001 acre in are, more or less.

(Note: Rotate above bearings 00°13'42" *clockwise* to equal project bearings.)



By: R. Christopher Preston  
Attorney

R. CHRISTOPHER PRESTON

Date: 3/1/2019

Pin No. 11987  
Project No. F-LC35(242)  
Parcel No. LC35:111:C5

**IN WITNESS WHEREOF**, GRANTOR has caused this Warranty 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: \_\_\_\_\_

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 C

(Temporary Construction Easement)

WHEN RECORDED, MAIL TO:  
City Attorney's Office  
Murray City Corporation  
5025 South State Street  
Murray, Utah 84107

## **Easement** (COUNTY)

Salt Lake County

Tax ID No. 22-17-332-009-  
1005  
Pin No. 11987  
Project No. F-LC35(242)  
Parcel No. LC35:111:EC5

Salt Lake County, Grantor, a body corporate and politic of the State of Utah, hereby GRANTS AND CONVEYS to the MURRAY CITY CORPORATION, Grantee, at 5025 South State Street, Murray, Utah 84107 , for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

An undivided 1/5 interest in a temporary easement, upon part of an entire tract of property described in that Tax Sale Deed recorded June 19, 1989 as Entry No. 4789196 in Book 6136, at Page 1554 in the Office of the Salt Lake County Recorder, situate in the SE1/4 SW1/4 of Section 17, T.2S., R.1E., S.L.B.&M., for the construction of improvements incident to the Vine Street 900 East to 1300 East Project, known as project number F-LC35(242). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

Beginning at a point on the easterly boundary line of said entire tract, which point is on the northerly project right of way line of said Vine Street, which point is also

Pin No. 11987  
Project No. F-LC35(242)  
Parcel No. LC35:111:EC5

1,172.15 feet North and 383.92 feet West and 2.53 feet N.02°10'50"E. from the record location of the South Quarter Corner of said Section 17; which point is also 257.24 feet S.78°52'15"E. and 36.18 feet North from Salt Lake County Monument #22173002 located approximately 6000 South and 940 East, which point is also 35.50 feet perpendicularly distant northerly from the control line of said project, at Engineer Station 105+95.51; thence along said project right of way line N.78°52'15W. 16.19 feet, more or less, to the westerly boundary line of said entire tract; thence along said boundary line N.02°10'50"E. 12.15 feet; thence S.78°52'15"E. 16.19 feet, more or less, to the easterly boundary line of said entire tract; thence along said boundary line S.02°10'50"W. 12.15 feet, more or less, to the point of beginning. The above described part of an entire tract of land contains 194 square feet or 0.005 acre in area, more or less.

(Note: Rotate above bearings 00°13'42" *clockwise* to equal project bearings.)

APPROVED AS TO FORM  
District Attorney's Office

By: R. Christopher Preston  
Attorney

R. CHRISTOPHER PRESTON

Date: 3/11/2017

Pin No. 11987

Project No. F-LC35(242)

Parcel No. LC35:111:EC5

**IN WITNESS WHEREOF**, GRANTOR has caused this Easement 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: \_\_\_\_\_

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: \_\_\_\_\_