

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, THOMAS J. GUNDLACH AND PATTIE J. GUNDLACH 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. Thomas J. Gundlach and Pattie J. Gundlach (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 15:57:05 -06'00'

R. Christopher Preston
Deputy District Attorney

EXHIBIT A

RIGHT OF WAY CONTRACT

RIGHT OF WAY CONTRACT

Partial Acquisition

Project No:	FP140001	Parcel No.(s):	3750:069C & 3750:069Q
Project Location	Surplus Canal Deficiency Rehabilitation		
County of Property	Salt Lake County	Tax ID / Sidwell No:	15-15-279-014
Property Address:	1481 W Stetson Circle, Salt Lake City, Utah, 84104		
Grantor (s):	Thomas J. & Pattie J. Gundlach		
Grantor's Address:	1481 W Stetson Circle, Salt Lake City, Utah, 84104		
Grantor's Home Phone	801-979-1505	Grantor's Work Phone	

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 1481 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 \$19,850.00. 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 October 15, 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 **\$19,850.00** 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 \$804.00, 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 has been given permission to remove trees per permit with the County.
- 15. The contractor will regrade the County acquired property to ensure the new fence will be 6' in height as measured from County acquired property.
- 16. The contractor will replace the fence with the same like and kind. The contractor will install temporary fencing until new fencing is in place.
- 17. The contractor will cut and remove the concrete that will be impacted by the project.
- 18. The contractor will move the spigot into remaining Grantor property.

Total Settlement \$19,850.00

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 X [Signature]

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

Owner/Grantor

X Tom Lundbeck
Owner/Grantor

7-15-19 50%
Date Percent

X Pattie Lundbeck
Owner/Grantor

7-15-19 50
Date Percent

Salt Lake County

[Signature]
Brandi Davenport, Realtor (Probe Realtors)

7-17-19
Date

Salt Lake County Real Estate Manager

Date

Mayor or Designee

Date

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 7/22/2019

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

Real Estate Parcel No.: 3750:069C
Tax Serial No. 15-15-279-014
County Project No.: FP140001

QUITCLAIM DEED
Individual(s)

THOMAS J. GUNDLACH AND PATTIE J. GUNDLACH, 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 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 15 day of July, 20 19.

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

By: Thomas J. Gundlach
THOMAS J. GUNDLACH
By: Pattie J. Gundlach
PATTIE J. GUNDLACH

On the date first above written personally appeared before me, Thomas J. Gundlach and Pattie J. Gundlach, 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 Brandi Davenport
My Commission Expires: 5-18-23
Residing in: Sandy UT



(EXHIBIT A)

A parcel of land being part of Lot 6 of the Parkway No. 3 Subdivision recorded November 21, 1983 as Entry No. 3871624 and described in that Quit Claim Deed recorded August 24, 1998 as Entry No. 7065874 in Book 8072 at Page 2577 in the office of the Salt Lake County Recorder. Said Lot 6 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 northwesterly corner of said Lot 6, thence S. 89°49'38" E. (Record = N. 89°52'06" E.) 9.80 feet along the northerly line of said Lot 6 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; thence Southeasterly along said ten (10) foot offset line of the landside toe the following three (3) courses: 1) S. 36°07'53" E. 73.53 feet, 2) S. 35°21'59" E. 48.85 feet, 3) S. 35°14'58" E. 6.34 feet to the southerly line of said Lot 6; thence N. 82°41'43" W. (Record = N. 83° W.) 10.38 feet along said southerly line to the southwesterly corner of said Lot 6; thence N. 35°57'24" W. (Record = N 36°15'40" W) 127.38 feet along the southwesterly line of said Lot 6 to the **Point of Beginning**.



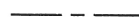

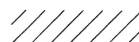
The above-described parcel of land contains 1,019 square feet in area or 0.023 acre more or less.

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

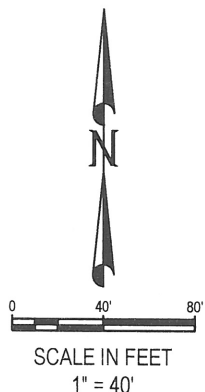
BASIS OF BEARING: S. 89°49'38" E. along the Quarter Section line between the Center Section and the East Quarter Corner of said Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT "B"

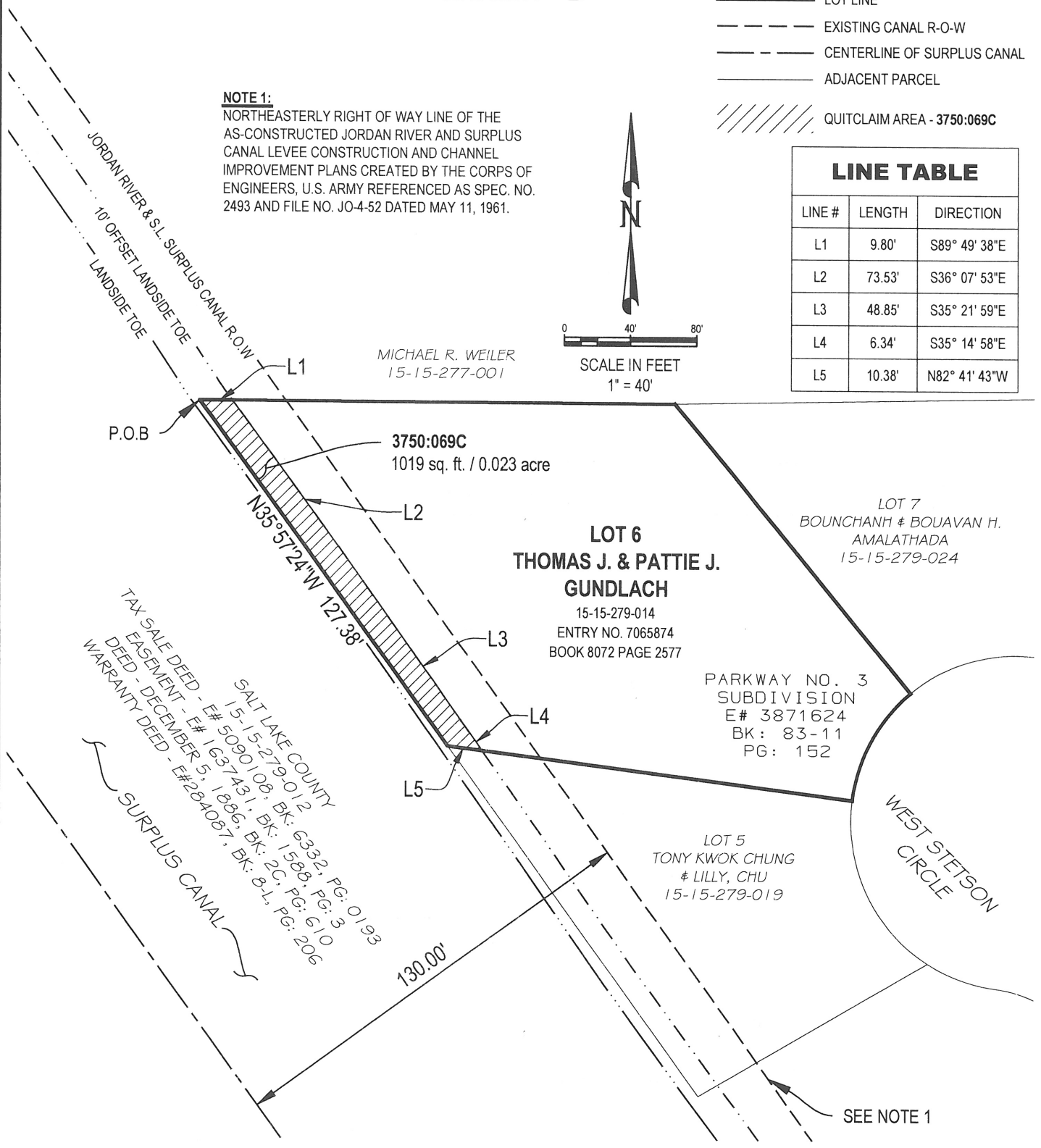
LEGEND

-  LOT LINE
-  EXISTING CANAL R-O-W
-  CENTERLINE OF SURPLUS CANAL
-  ADJACENT PARCEL
-  QUITCLAIM AREA - 3750:069C

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.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	9.80'	S89° 49' 38"E
L2	73.53'	S36° 07' 53"E
L3	48.85'	S35° 21' 59"E
L4	6.34'	S35° 14' 58"E
L5	10.38'	N82° 41' 43"W



TAX SALE DEED - E# 5090108, BK: 6332, PG: 0193
 EASEMENT - E# 1637431, BK: 1588, PG: 3
 DEED - DECEMBER 5, 1886, BK: 2C, PG: 610
 WARRANTY DEED - E#284087, BK: 8-L, PG: 206

SALT LAKE COUNTY
 15-15-279-012, BK: 6332, PG: 0193
 15-15-279-012, BK: 1588, PG: 3
 15-15-279-012, BK: 2C, PG: 610
 15-15-279-012, BK: 8-L, PG: 206

MICHAEL R. WEILER
 15-15-277-001

3750:069C
 1019 sq. ft. / 0.023 acre

LOT 6
THOMAS J. & PATTIE J. GUNDLACH
 15-15-279-014
 ENTRY NO. 7065874
 BOOK 8072 PAGE 2577

LOT 7
 BOUNCHANH & BOUVAN H.
 AMALATHADA
 15-15-279-024

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

LOT 5
 TONY KWOK CHUNG
 & LILLY, CHU
 15-15-279-019

WEST STETSON
 CIRCLE

SEE NOTE 1

WHEN RECORDED RETURN TO:
Thomas J. & Pattie J. Gundlach
1481 W. Stetson Circle
Salt Lake City, Utah 84104

APPROVED AS TO FORM
District Attorney's Office

Space above for County Recorder's use

By: [Signature]
Attorney

R. CHRISTOPHER PRESTON

QUITCLAIM DEED
Salt Lake County

Parcel No.: 3750:069Q
Tax Serial No. 15-15-279-014
County Project No.: FP140001

Date: 7/22/2019

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Quit Claim(s) to Thomas J. Gundlach and Pattie J. Gundlach, 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 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

Parcel No.: 3750:069Q
Tax Serial No. 15-15-279-014
County Project No.: FP140001

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 Lot 6, 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 northerly line of said Lot 6 and the northeasterly line of the ten (10) foot offset line of the landside toe, as located by field survey, of said Jordan River & Salt Lake Surplus Canal Levee which is 9.80 feet S. 89°49'38" E. (Record = N. 89°52'06" E.) along said northerly line from the northwesterly corner of said Lot 6; thence S. 89°49'38" E. (Record = N. 89°52'06" E.) 16.07 feet along said northerly line to the northeasterly line of said entire tract and said right-of-way line of the As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvement plans; thence S. 35°49'41" E. 131.51 feet along said northeasterly line to the southerly line of said Lot 6; thence N. 82°41'43" W. (Record = N. 83° W.) 17.90 feet along said southerly 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°14'58" W. 6.34 feet; 2) N. 35°21'59" W. 48.85 feet; 3) N. 36°07'53" W. 73.53 feet to the **Point of Beginning**.





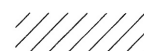
The above-described parcel of land contains 1,668 square feet in area or 0.038 acre, more or less.

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

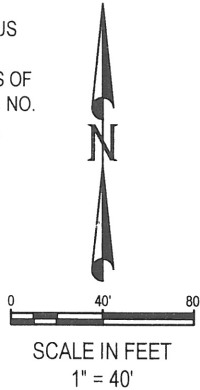
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EXHIBIT "B"

LEGEND

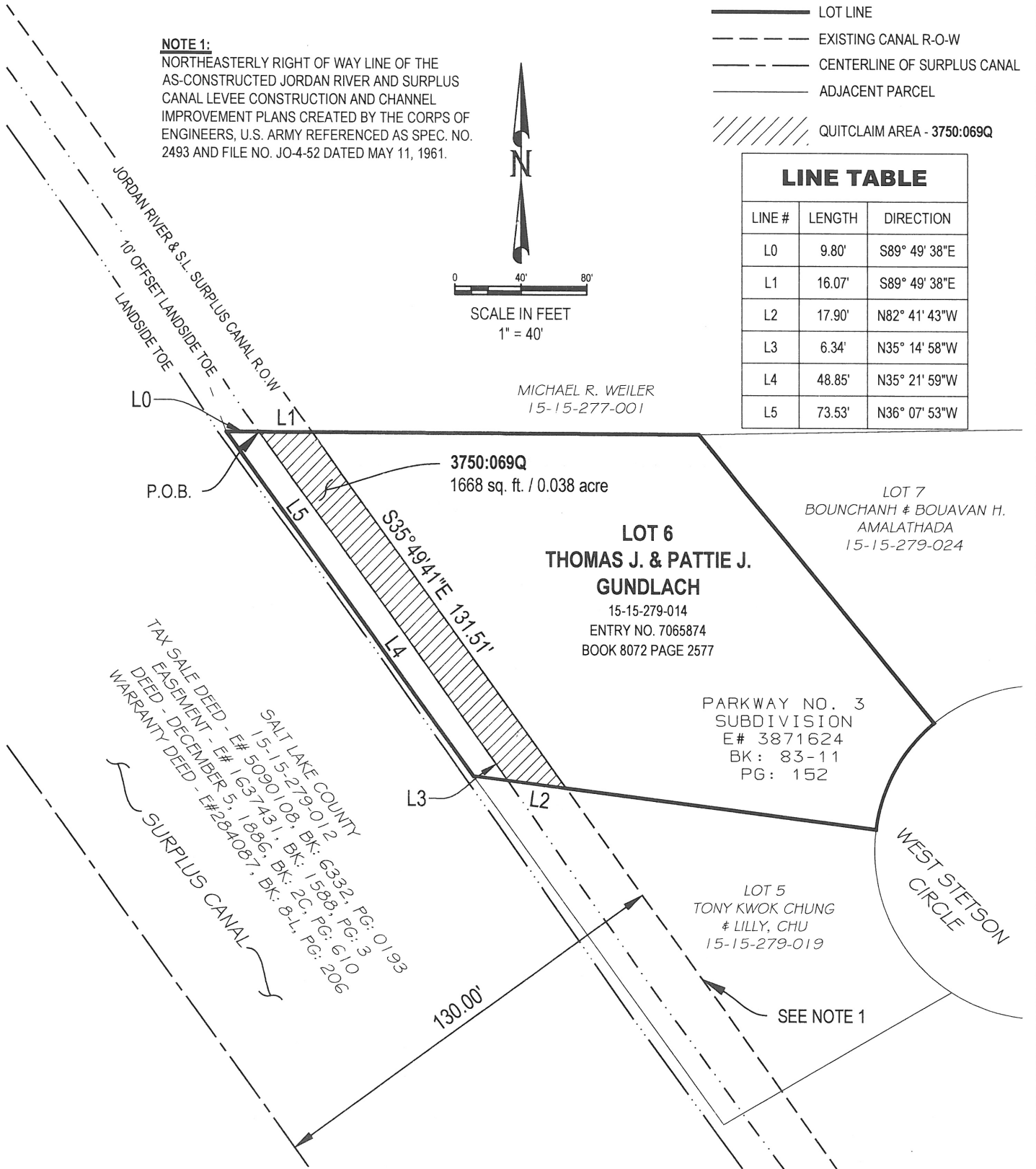
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-  CENTERLINE OF SURPLUS CANAL
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-  QUITCLAIM AREA - 3750:069Q

NOTE 1:
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MICHAEL R. WEILER
 15-15-277-001

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PARKWAY NO. 3
 SUBDIVISION
 E# 3871624
 BK: 83-11
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 TONY KWOK CHUNG
 & LILLY, CHU
 15-15-279-019

LOT 7
 BOUNCHANH & BOUAVAN H.
 AMALATHADA
 15-15-279-024

LOT 6
 THOMAS J. & PATTIE J.
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 15-15-279-014
 ENTRY NO. 7065874
 BOOK 8072 PAGE 2577

SEE NOTE 1